

Contract Type OU



Order Number 169598



Vendor Number 2115454



Dept. Name Human Services



Vendor Name AUT ENTERPRISES LIMITED



Start Date 09/01/14



End Date 06/30/15



Executive Action # 6539-14



NEW DHS CONTRACTS

CHECK LIST

EXECUTIVE ACTION

- X ATTACHED. IF NOT, DATE NOTIFICATION SENT TO ISSUING DEPARTMENT _____
- X AGREES WITH CONTRACT DATE AND AMOUNT. IF NOT, DATE NOTIFICATION SENT TO ISSUING DEPARTMENT _____
- X EA AND CONTRACT CONTENT (WORK STATEMENT) AGREE

ATTACHMENT

- X UPDATED INSURANCE BINDER ATTACHED
(IF WAIVED, NAME OF PERSON AUTHORIZING WAIVER)
- X ALL EXHIBITS ATTACHED INCLUDING SCOPE OF SERVICE, CONTRACT AMOUNT AND RATES (IF APPLICABLE)
- X ALL SIGNATURES AFFIXED
- X PROPER AUDIT CLAUSE INCLUDED
- NA CONTRACT BOND ATTACHED (BLUE ROLL AGREEMENTS)
- NA LABOR & MATERIAL BOND ATTACHED (BLUE ROLL AGREEMENTS)
- NA RAISED SEAL OF SURETY COMPANY AFFIXED

ADDITIONAL ITEMS

- X CHECK FOR DUPLICATE OR OVERLAPPING CONTRACTS
- NA CHECK FOR AVAILABLE APPROPRIATION AND FUNDING FOR CAPITAL PROJECTS
- NA CHECK FOR ASSURE BID AWARD MADE TO PROPER CONTRACTOR

CONTRACT DOCUMENTATION COMPLETED

APPROVED FOR PROCESSING OF PAYMENT

Valerie Stone
REVIEWER

COUNTY CONTROLLER

12-12-14
DATE REVIEW COMPLETED

DATE



ALLEGHENY COUNTY
CONTRACT LOG
CONTRACT ADMINISTRATOR
412-350-7377

12-11

EXECUTIVE ACTION NUMBER 6539-14

Executive Action Date Approved 9/11/2014

Date received from Law Department 12/11/2014

Date Signed by County Manager 12/11/2014

Date forwarded to Controller 12/11/2014

Date received from Controller

Date returned to Department

To: DIRECTOR

Department: Human Services

From: COUNTY MANAGER

When billing please
refer

Agreement#:

Contract prepared for: AUCKLAND UNIVERSITY OF TECHNOLOGY
ENTERPRISES, LTD.

169598

Description:

The Department of Human Services requests the County's authority to enter into an agreement with Auckland University of Technology Enterprises, Ltd for the period 9-1-2014 through 6-30-2015

Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc: Controller

Vendor: AUCKLAND UNIVERSITY OF TECHNOLOGY ENTERPRISES, LTD.



EA NUMBER: 6539-14

REQUEST FOR EXECUTIVE ACTION**EA Title:** AUT ENTERPRISES LTD. CONTRACT 9-1-14 TO 6-30-15**Originating Department:** Human Services**Run Date:** 09/11/2014**Page 1 of 1.**

Department:	Human Services Human Services Bldg 1 Smithfield Street Pittsburgh PA 15222	Est Cost:	\$500,000.00
Office:	Office of Data Analysis Research and Evaluation	Est Revenue:	\$0.00
Contact:	Ambika Dason	Ext:	2738
Authorized by :	Erin Dalton Division Manager	09/10/2014	County Match: \$0.00
Authorized by :	Marc Cherna Director	09/10/2014	Future Impact:
Date Submitted By Agency:	09/10/2014	Included In Budget:	Grant Operating
Date Approved:	09/11/2014	Cost Center:	
		Job:	TBD
		Object:	TBD

Summary:

The Department of Human Services requests the County's authority to enter into an agreement with Auckland University of Technology Enterprises, Ltd for the period 9-1-2014 through 6-30-2015

Explanation:

The Department of Human Services requests the County's authority to enter into an agreement with Auckland University of Technology Enterprises, Ltd for the period 9-1-2014 through 6-30-2015. This vendor has been identified as a result of Department's Request for Proposals for Predictive Analytics and Decision Support issued on February 26,2014 and closed on April 18,2014.

Auckland University of Technology Enterprises will develop electronic records for DHS clients and develop other software tools to integrate data and help workers use data to support clinical decision making. The agreement amount not to exceed is \$500,000.00

Further,requests the DHS Director (or the Directors Designee) be authorized to sign letters that may reduce the total agreement amount.

# No.	Vendor	Project #	Contract Start Date	Contract End Date	Ag #	Previous \$	Change \$	Amount \$	Fee
1	AUCKLAND UNIVERSITY OF TECHNOLOGY ENTERPRISES, LTD.		09/01/2014	06/30/2015		0.00	500,000.00	500,000.00	NO

cc: Controller Law Department Budget & Finance	<input checked="" type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved Conditionally <input type="checkbox"/> Denied	Certified and Sealed : Electronically Approved. _____ /s/ William Mckain County Manager	_____ 09/11/2014 Date
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CONTRACT FORM **COUNTY OF ALLEGHENY**

Deb McNally 11/21/2014
Prepared by **Date**
 (412) 350-5133
Phone Number

DHS USE ONLY
OF # 169403

Department DHS - Office of Administration - Bureau of Financial Mgt., Budgets and Reports

Supplier Auckland University of Technology Enterprises, LTD **Supplier #** 2115454

Funder #
 (if revenue)

9/1/2014 TO 6/30/2015
CONTRACT PERIOD

Executive Action No. 6-539-14

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
ORDER NO.	
BOX NO.	

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
RECEIVED	
APPROVED	
POSTED	

Program-funded Lines (J Line Type Only):

	LINE TY	# OF UNITS	Tr. UoM	UNIT RATE	ACCOUNT NUMBER	DESCRIPTION SERVICE/GOOD	AMOUNT
1	J				25020042.63010.0101	IT Resource Allocation	500,000.00
2	J						
3	J						
4	J						
5	J						
6	J						
7	J						
8	J						
9	J						
10	J						
Total Program Funded Contract Amount							\$500,000.00

CONTROLLER'S OFFICE USE ONLY

Insurance Attached:
 COMM ___yes ___no
 AUTO ___yes ___no
 PROF ___yes ___no
 FID ___yes ___no
 W/C ___yes ___no

Comments: _____ Initial: _____

JDE/INS RELATIONSHIP COMPLETED CF# 169403

	In JDE	Waived	Relation Review Related	Policy Inquiry Related
GEN				
PRO				
AUT				
WC				
FID				

Date Reviewed 12/8/2014 Initials Remith
 AUCKLAND UNIV OF TECHNOLOGY ENTERPRISES LTD
 (AUT) C.P. 9/1/14 - 6/30/15

AGREEMENT

MADE AND ENTERED INTO, effective for the term specified in Article 4, by and between the **COUNTY OF ALLEGHENY**, a home rule county and political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "the **COUNTY**",

AND

AUT ENTERPRISES LIMITED, a New Zealand Non-Profit corporation with its principal place of business located at 7th Floor, WA Building, 55 Wellesley Street East, Auckland 1010, New Zealand referred to as "**SERVICE PROVIDER**."

WITNESSETH:

WHEREAS, the **COUNTY** of Allegheny's Department of Human Services, hereinafter referred to as "the **DEPARTMENT**," is the agency of **COUNTY** government responsible for the implementation and delivery of programs and services to meet the vital human service needs of the citizens of the **COUNTY**; and

WHEREAS, the **COUNTY**, on behalf of the **DEPARTMENT**, is desirous of engaging the services of the **SERVICE PROVIDER** to provide or perform certain services in connection with the overall activities, responsibilities and functions of the **OFFICE**; and

WHEREAS, the **SERVICE PROVIDER** is willing to provide or perform certain services under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the parties hereto do agree as follows:

PART I. STANDARD COUNTY GENERAL TERMS AND CONDITIONS

1. ENGAGEMENT

A. The **COUNTY** engages the services of the **SERVICE PROVIDER**, at the request of the Director of the **DEPARTMENT**, hereinafter "the Director," to provide or perform the scope of services described herein in connection with the activities, responsibilities and functions of the **OFFICE**. The **SERVICE PROVIDER** accepts the engagement and agrees to devote its skills and the skills of its agents, servants and employees to the best of their abilities toward the successful completion of this engagement.

B. The **SERVICE PROVIDER** agrees to provide or perform the scope of services described herein under the overall supervision of the Director of the **DEPARTMENT** or his designee.

C. It is understood and agreed that the **SERVICE PROVIDER** does not necessarily provide all of its services exclusively to the **DEPARTMENT**. The **SERVICE PROVIDER** shall be free to devote its time, energy and professional skills during regular business hours to other professional endeavors and activities; provided however, that such professional endeavors and activities do not unreasonably interfere with the provision or performance of the **SCOPE OF SERVICES** to the **OFFICE**.

D. It is understood and agreed that (i) the **SERVICE PROVIDER** is a New Zealand based research company and subsidiary of a New Zealand university, which provides consulting services internationally, and the services provided under this AGREEMENT will principally be provided in New Zealand (as set out in the agreed GANTT chart attached to, and forming part of, the Work Statement); (ii) accordingly, to the extent work is done in the United States, the **SERVICE PROVIDER** will comply with relevant federal, state and local laws, and to the extent work is done in New Zealand, the **SERVICE PROVIDER** will comply with relevant New Zealand laws; and (iii) the relevant clauses in this AGREEMENT (including clauses 5 (Compliance with Applicable Health and Safety Requirements)), 7 (Subcontracts), 9(b) (Indemnification), 13 (Physical Records), 14 (Program Records), 25 (Equal Employment Opportunities/Non-Discrimination), 26 (Sexual Harassment Policy), 27 (Americans with Disabilities Act), 28 (Equal Opportunity for the Disabled), and 29 (Other Federal Laws) shall be interpreted accordingly and subject to this clause 1 (D).

2. SCOPE OF SERVICES/WORKSTATEMENT

The **SERVICE PROVIDER** agrees to provide, perform and carry out in a professional and timely manner the work or services described in detail in the document marked "**EXHIBIT A: WORKSTATEMENT,**" hereinafter referred to as "**SCOPE OF SERVICES,**" and/or "**EXHIBIT A WORKSTATEMENT**" which is incorporated by reference in its entirety herein and attached hereto as Exhibit "A" to **this AGREEMENT** and in accordance with the GANTT chart/project plan agreed by the parties from time to time, and which is attached to, and forms part of, the Work Statement. A copy of the GANTT chart/project plan at the date of this **AGREEMENT** will be initialed and signed by both parties in conjunction with signing this **AGREEMENT**, and future changes to the GANTT chart/project plan will be agreed in writing.

3. COMPENSATION

A. In consideration of the provision or PERFORMANCE of the services described in Article Two (2) above, the **COUNTY** agrees to pay the **SERVICE PROVIDER** the amount of compensation set forth in the document marked "PAYMENT PROVISIONS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "B" to this **AGREEMENT**. **SERVICE PROVIDER** agrees that, as a condition precedent to the payment of any monies by the **COUNTY** under this **AGREEMENT**, it shall fully comply with all of the terms and conditions set forth in EXHIBIT "B".

B. The parties acknowledge and agree that the **COUNTY** shall have no right to require and the **SERVICE PROVIDER** shall have no obligation to provide, perform or carry out any services described in EXHIBIT "A" when such provision or performance would exceed the amount of compensation set forth in EXHIBIT "B." In no event shall the **COUNTY** pay or be obligated to pay any amount of money other than the amount of compensation set forth in EXHIBIT "B" without a written amendment to this **AGREEMENT**. In the event of late payment, the **SERVICE PROVIDER** reserves the right to suspend provision of the services.

C. "COUNTY will not withhold any taxes – city, county, state, federal or any other type - from payments made to the SERVICE PROVIDER."

4. TERM

This AGREEMENT shall commence on September 1, 2014, and, unless terminated pursuant to Article 20 below, shall expire on June 30, 2015.

5. COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY REQUIREMENTS

A. The **SERVICE PROVIDER** agrees to abide by all building codes, zoning ordinances and other related health, safety and welfare statutes, ordinances, rules and regulations imposed by any Federal, State or Local governing body that are applicable to the **SERVICE PROVIDER'S** provision or performance of the **SCOPE OF SERVICES** under this **AGREEMENT**.

B. The **SERVICE PROVIDER** shall obtain any and all Federal, State and Local permits, licenses, and/or certifications required to provide, perform or carry out the work or services described in EXHIBIT "A." The **SERVICE PROVIDER** agrees to provide to the **OFFICE** upon request copies or other proper proof of applicable permits, licenses and/or certifications.

C. The **SERVICE PROVIDER** shall immediately inform the **OFFICE** if it has received notice of any change in any permit, license or certification that would adversely affect the **SERVICE PROVIDER'S** ability to provide, perform or carry out the **SCOPE OF SERVICES** under this **AGREEMENT**.

6. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties, or as constituting the **SERVICE PROVIDER** as an employee, agent, servant or representative of the **DEPARTMENT** or **COUNTY** for any purpose whatsoever. At all times, the **SERVICE PROVIDER** shall provide, perform, and carry out the **SCOPE OF SERVICES** under this **AGREEMENT** as an independent contractor.

7. SUBCONTRACTS

A. Except for those subcontracts specifically authorized by this **AGREEMENT**, the **SERVICE PROVIDER** shall not enter into subcontracts for any of the services contemplated under this **AGREEMENT** without obtaining prior written approval of the Director. The **SERVICE PROVIDER** agrees to accept full responsibility for the quality and quantity of any work performed as part of the **SCOPE OF SERVICES** by any of its approved subcontractors.

B. The **SERVICE PROVIDER** shall, in any subcontracting authorized or permitted under this **AGREEMENT**, require all subcontractors to comply with all requirements as set forth

in this **AGREEMENT**, its Exhibits as well as all applicable state and federal requirements governing the provision or performance of the **SCOPE OF SERVICES**.

C. It is the policy of the **COUNTY** that Minority, Women, and Disadvantaged Business Enterprises (MWDBE) shall have maximum opportunity to participate in the performance of certain subcontracts financed in whole or in part with funds under this **AGREEMENT**.

Pursuant to applicable federal and state laws and requirements as set forth generally in the Contract Specifications Manual(s) and/or specifically in the document marked "special provisions" which is incorporated by reference in its entirety herein and attached hereto as Exhibit D to this **AGREEMENT**, **SERVICE PROVIDER** shall take necessary and reasonable steps to ensure that MWDBEs have the maximum opportunity to compete for and perform subcontracts.

8. ASSIGNMENT AND DELEGATION

SERVICE PROVIDER shall have no right or power to assign or delegate any rights or duties pursuant to this **AGREEMENT** without the prior written permission of the Director. Any assignment or delegation so permitted shall be subject to all the terms, conditions, and other provisions of this **AGREEMENT** and **SERVICE PROVIDER** shall remain liable to the **COUNTY** with respect to each and every term, condition and other provision hereof to the same extent that the **SERVICE PROVIDER** would have been obligated if no assignment or delegation had been made.

9. INDEMNIFICATION AND LIABILITY

A. The **SERVICE PROVIDER** agrees to indemnify, protect, defend and hold harmless the **COUNTY**, its elected officials, officers, appointees and employees from and against any and all liability, damages, claims, lawsuits, liens and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification, for injuries to or the death of any person(s), and/or the loss of real, personal or intangible property of any kind or nature caused by, in conjunction with, or arising out of the **SCOPE OF SERVICES** provided, performed, carried out or undertaken by the **SERVICE PROVIDER** pursuant to this **AGREEMENT**. The **SERVICE PROVIDER'S** obligation to indemnify, protect, defend and hold the **COUNTY** harmless, as set forth in this article, shall include any and all attorney's fees incurred by the **COUNTY**, in the defense of and/or handling of any lawsuits, demands, liens, judgments, claims and the like and all attorney's fees and investigation expenses incurred by the **COUNTY** in enforcing and/or obtaining compliance with the provisions of this paragraph.

B. The **SERVICE PROVIDER** agrees to indemnify, protect, defend and hold harmless the **COUNTY**, its elected officials, officers, appointees and employees from any claims against or liability for compensation under the Pennsylvania Workers' Compensation Act, 77 P.S. Section 1 et seq. arising out of injuries sustained by any employees or agents of the **SERVICE PROVIDER** or of any licensees, contractors, or sub-contractors of the **SERVICE PROVIDER**.

C. Each party shall give to the other party prompt and timely written notice of any claims made or lawsuits filed, which, in any way, directly or indirectly, contingently or otherwise affect or may affect the other party. Each party shall have the right to defend and compromise any claim or lawsuit to the extent of its own interest.

D. Notwithstanding any other term of this **AGREEMENT**, the total aggregate liability of the **SERVICE PROVIDER** to the **COUNTY** under or in connection with this **AGREEMENT** (including the Work Statement), whether based on an action or claim in contract, equity, negligence, tort or otherwise, shall not exceed 100% of the aggregate amount paid to the **SERVICE PROVIDER** under this **AGREEMENT** (including the Work Statement). In no event will the **SERVICE PROVIDER** be liable for, any amounts for loss of income, profit, goodwill, or savings; or work stoppage, data loss, any and all other commercial damages or loss, computer failure or malfunction or any indirect, incidental, special, consequential, or exemplary or punitive damages of any party, including third parties (even if the **SERVICE PROVIDER** has been advised of the possibility of such damages). No cause of action which is discovered more than two years prior to the filing of a suit alleging such cause of action may be asserted against the **SERVICE PROVIDER**.

10. INSURANCE

A. The **SERVICE PROVIDER** shall, at its own cost and expense, maintain in effect at all times throughout the term of this **AGREEMENT** policies of insurance meeting the requirements specified by the **DEPARTMENT** in the document marked "INSURANCE REQUIREMENTS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "C," to this **AGREEMENT**. All policies of insurance shall be endorsed to include the **COUNTY**, its elected officials, officers, appointees and employees as additional insureds.

B. The **SERVICE PROVIDER** shall provide the Director, prior to or contemporaneously with the execution of this **AGREEMENT**, with a Certificate(s) of Insurance issued by a company or companies licensed to do business in the Commonwealth of Pennsylvania, or licensed to do business in the **SERVICE PROVIDER's** home state, evidencing the insurance coverage(s) identified in EXHIBIT "C," and shall submit the new Certificate(s) of such

insurance coverage no later than thirty (30) days prior expiration, throughout the term of this **AGREEMENT**.

In addition to identifying the **COUNTY**, its elected officials, officers, appointees and employees as additional insureds, the Certificate(s) of Insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy that would change, restrict or reduce the insurance provided or change the name of the insured.

C. The Director may, at his discretion, waive or modify any of the insurance requirements set forth in EXHIBIT "C" with the exception of Workers' Compensation Insurance, which is required by law. The **SERVICE PROVIDER'S** request for a waiver of the insurance requirements must be set forth in writing and state the specific reasons that the waiver is being requested.

11. ABSENCE OF RIGHTS IN THIRD PARTIES

No provision of this **AGREEMENT** shall be construed in any manner so as to create any rights in third parties who are not signatories to this **AGREEMENT**. It shall be interpreted solely to define specific duties and responsibilities between the **COUNTY** and the **SERVICE PROVIDER**, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

12. NOTICES

A. All notices, reports, or documents (including invoices) required to be given or made pursuant to this **AGREEMENT** shall be in writing and shall be sent by either:

1. Airmail post, first class delivery (where relevant), postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by airmail post, first class delivery (where relevant), postage pre-paid (for day to day operational matters only);
3. Facsimile (fax) transmission confirmed by letter sent by airmail post, first class delivery (where relevant), postage pre-paid; or
4. Hand or pre-paid courier;

and is deemed to be received (1) if sent by airmail post, on the seventh working day after posting; (2) if sent by email, on actual receipt; (3) if sent by facsimile, on the sender receiving a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient, and (4) if sent by hand or pre-paid courier, on delivery; **provided that** if a Notice is received by a party on a date that

is not a working day, or after 5.00pm (in the place of receipt) on a working day, then the notice shall be deemed to have been received on the next working day.

B. All notices, reports or documents required to be given or made under this **AGREEMENT** shall be sent to the respective parties as follows:

1. As to the **COUNTY/DEPARTMENT**:

Marc Cherna, Director
Allegheny County Department of Human Services
One Smithfield Street, Suite 400
Pittsburgh PA 15222-2225
Phone: 412-350-5705
Fax: 412-350-4004
Email: MCherna@DHS.County.Allegheny.PA.US

or to such other place and person as the **COUNTY** may from time to time designate in writing.

2. As to the **SERVICE PROVIDER**:

Chief Executive Officer
AUT Enterprises Limited
7th Floor, WA Building,
55 Wellesley Street East
Auckland 1010, New Zealand
Attention: Chief Executive Officer
Phone: +64 9 [921-9845]
Email: kevin.pryor@aut.ac.nz
Copy to: General Counsel

or to such other place and person/s as the **SERVICE PROVIDER** may from time to time designate in writing.

13. **FISCAL RECORDS**

A. Record Keeping

The **SERVICE PROVIDER** agrees to maintain and keep books, records, documents, correspondence and other evidence pertaining to the costs and expenses of this **AGREEMENT** (hereinafter referred to collectively as "the Fiscal Records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature claimed to have been incurred by the **SERVICE PROVIDER** pursuant to the provision or performance of the **SCOPE OF SERVICES** described in EXHIBIT "A." The books and records required under Paragraph A of

this article shall be maintained in accordance with accounting procedures and practices which meet generally-accepted accounting standards and principles.

B. Inspection

1. The **SERVICE PROVIDER** agrees to make available at all reasonable times during the term of this **AGREEMENT** and for the period described in Paragraph C below any of the Fiscal Records for inspection, audit or reproduction by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor or inspector of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.
2. If Service Provider's administrative/financial records are located outside of Allegheny County and/or the contiguous counties, Service Provider shall, at the County's discretion:
 - ✓ Make administrative/financial records and administrative/financial staff available at a location within Allegheny County upon the scheduling of a monitoring visit by DHS; or
 - ✓ Have performed at Service Provider's expense by an independent party financial reports and monitoring activities of a limited scope developed by the COUNTY to assure expenses billed to COUNTY are related to services rendered through this agreement.

C. Retention

1. The **SERVICE PROVIDER** shall preserve and make available its Fiscal Records for a period of four (4) years from the date of final payment under this **AGREEMENT**, and for such period, if any, as is required by applicable statute, regulation or by any other article of this **AGREEMENT** or any Exhibit thereto, or by Subparagraphs (a) or (b) below.

a. If this **AGREEMENT** is completely or partially terminated, the Fiscal Records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final payment.

b. The **SERVICE PROVIDER** shall retain all Fiscal Records which relate to litigation or the settlement of claims arising out of the performance of this **AGREEMENT**, or costs and expenses of this **AGREEMENT** as to which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2. Except for the records described in Subparagraph 1(b) above, the **SERVICE PROVIDER** may, in fulfillment of its obligation to retain its Fiscal Records as required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the **SERVICE PROVIDER** of the invoice or voucher to which such records relate, unless a shorter period is authorized by the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, with the concurrence of their auditors.

D. Records of Subcontractors

The provisions of this article shall be applicable to and included in each sub-contract entered into by the **SERVICE PROVIDER**. The term "sub-contract" as used in this Paragraph excludes purchase orders not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. Fiscal Reports

In addition to any other provisions in this **AGREEMENT** requiring the **SERVICE PROVIDER** to perform and submit an audit, the **SERVICE PROVIDER** agrees to collect statistical data of a fiscal nature and to make fiscal statistical reports at times prescribed by and in such a manner as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

F. Examination of Financial Documents /

Provider shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this **AGREEMENT** in such detail as will properly reflect all costs of labor, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this **AGREEMENT**. The **PROVIDER** shall maintain such books, records, documents and other

materials in accordance with Generally Accepted Accounting Principles, where applicable. The Provider shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Provider's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of four (4) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any **PROVIDER'S** books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the **PROVIDER**, to the County's sole satisfaction, within thirty (30) days after the **PROVIDER'S** receipt of written notice of such deficiencies. Failure of the Provider to comply with the provisions set forth in this paragraph may constitute a violation of this **AGREEMENT** and, at the County's sole discretion, may result in the County withholding future payments.

14. PROGRAM RECORDS

A. Record Keeping

The **SERVICE PROVIDER** agrees to maintain all relevant and necessary books, records, documents and other documentary evidence related to the provision or performance of the **SCOPE OF SERVICES** (hereinafter referred to as "the Program Records") as shall be directed or required by the **OFFICE**, by the Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and by any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**. This shall include, but not be limited to, the **DEPARTMENT's** Master Provider Index (hereinafter MPI).

B. Inspection

1. The **SERVICE PROVIDER** agrees to make available at all reasonable times during the term of this **AGREEMENT** and for the period described in Paragraph C below any of the Program Records for inspection, audit or reproduction by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor,

inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.

2. The **SERVICE PROVIDER** further agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff of the **SERVICE PROVIDER** directly or indirectly involved in the provision of services described in the **SCOPE OF SERVICES** may be conducted at any reasonable time by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.

C. Retention

1. The **SERVICE PROVIDER** shall preserve and make available its Program Records for a period of four (4) years from the date of final payment under this **AGREEMENT**, and for such period, if any, as is required by applicable statute, regulation or by any other article of this **AGREEMENT** or any Exhibit thereto, or by Subparagraphs (a) or (b) below.

a. If this **AGREEMENT** is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four (4) years from the date of any resulting final payment.

b. The **SERVICE PROVIDER** shall retain all Program Records which relate to litigation or the settlement of claims arising out of the performance of this **AGREEMENT**, or costs and expenses of this **AGREEMENT** as to which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2. Except for the Program Records described in Subparagraph 1(b) above, the **SERVICE PROVIDER** may, in fulfillment of its obligation to retain its Program Records as

required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the **SERVICE PROVIDER** of the invoice or voucher to which such records relate, unless a shorter period is authorized by the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, with the concurrence of their auditors.

D. Records of Subcontractors

The provisions of this article shall be applicable to and included in each sub-contract entered into by the **SERVICE PROVIDER**. The term "sub-contract" as used in this Paragraph excludes purchase orders not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. Reporting

1. The **SERVICE PROVIDER** agrees to maintain statistical records relating to the provision or performance of the **SCOPE OF SERVICES**. These statistical records, which shall include but not necessarily be limited to program narratives and statistical data, shall be prepared at times prescribed by and in such a manner as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

2. The **SERVICE PROVIDER** agrees to submit such progress reports in a manner and form and at such times as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

15. NO PERSONAL LIABILITY

No elected official, officer, appointee or employee of the **COUNTY** shall be charged personally or held contractually liable by or to the **SERVICE PROVIDER** under any term or provision of this **AGREEMENT** or because of any breach hereof or because of his, her or their execution, approval or attempted execution of this **AGREEMENT**.

16. HEADINGS

The headings of the several paragraphs of this **AGREEMENT** are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent

of any provision of this **AGREEMENT**, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction hereof.

17. SEVERABILITY

The parties intend and agree that if any article, paragraph, subparagraph, phrase, clause or other provision of this **AGREEMENT**, or any portion hereof, shall be held to be void or otherwise unenforceable, all other portions of this **AGREEMENT** shall remain in full force and effect.

18. DEFAULT

The **COUNTY** may, subject to the provisions of Article 19 entitled "**FORCE MAJEURE**," and in addition to its other rights under the **AGREEMENT**, declare the **SERVICE PROVIDER** in default by written notice thereof to the **SERVICE PROVIDER**, and terminate (as provided in Article 20 entitled "**TERMINATION**") the whole or any part of this **AGREEMENT** for any of the following reasons:

- A. Failure to begin the **SCOPE OF SERVICES** within the time or in the manner specified in this **AGREEMENT**;
- B. Failure to perform the **SCOPE OF SERVICES** work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the terms of this **AGREEMENT**;
- C. Unsatisfactory performance of the **SCOPE OF SERVICES**;
- D. Discontinuance of the **SCOPE OF SERVICES** without approval;
- E. Failure to resume the **SCOPE OF SERVICES**, which has been discontinued, within a reasonable time after notice to do so;
- F. Insolvency or bankruptcy;
- G. Assignment made for the benefit of creditors;
- H. Failure or refusal within ten (10) days after written notice by the Director or his designee, to make payment to any subcontractor or show cause why payment should not be made, for any services rendered or provided by a subcontractor in connection with the provision or performance of the **SCOPE OF SERVICES**;
- I. Failure to protect, to repair, or to make good any damage or injury to property;
- J. Failure to obtain any permit, license or the cancellation or termination of any

permit, license or certification necessary or required to perform or carry out the **SCOPE OF SERVICES**.

K. Breach of any provision of this **AGREEMENT**.

19. FORCE MAJEURE

A. Neither party will incur any liability to the other if its performance of any obligation under this **AGREEMENT** is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

B. The **SERVICE PROVIDER** shall notify the **COUNTY** orally within five (5) days and in writing within ten (10) days of the date on which the **SERVICE PROVIDER** becomes aware or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

1. Describe fully such cause(s) and its effect on performance,
2. State whether performance under the **AGREEMENT** is prevented or delayed, and
3. If performance is delayed, state a reasonable estimate of the duration of the delay.

C. The **SERVICE PROVIDER** shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the **COUNTY** may reasonably request. After receipt of such

notification, the **COUNTY** may elect either to cancel the **AGREEMENT** or to extend the time for performance as reasonably necessary to compensate for the **SERVICE PROVIDER'S** delay.

D. In the event of a declared emergency by competent governmental authorities, the **COUNTY** by notice to the **SERVICE PROVIDER**, may suspend all or a portion of the **AGREEMENT**.

20. TERMINATION

A. Reasons for Termination – COUNTY

1. The **COUNTY**, through the Director or his designee, shall have the right to terminate this **AGREEMENT** for any of the following reasons:

A. Termination for Convenience

The **COUNTY** shall have the right to terminate the **AGREEMENT** for its convenience upon giving thirty (30) days written notice to the **SERVICE PROVIDER**.

In the event that the **COUNTY** elects to terminate the **AGREEMENT** for its convenience, the **COUNTY** shall pay the **SERVICE PROVIDER** for all satisfactory work completed or services performed up to and including the date of termination.

B. Termination for Non-Appropriation/Insufficient Appropriation

In the event that funding to the **COUNTY** from Federal, State, and Local funding sources is not obtained or continued at an aggregate level sufficient to allow for the purchase of the services set forth in EXHIBIT "A" from the **SERVICE PROVIDER**, the **COUNTY** may exercise either one of the following options:

1. Issue a written Notice of Termination of this **AGREEMENT** to the **SERVICE PROVIDER** effective upon a specified date. In the event of termination of the **AGREEMENT** for non-appropriation/insufficient appropriation, the **COUNTY** shall pay the **SERVICE PROVIDER** for all satisfactory work completed or services performed, if any, up to and including the date of termination.

2. Continue the **AGREEMENT** by written amendment providing for a reduction in either the term of the **AGREEMENT**, the **SCOPE OF SERVICES** to be provided or the compensation to be paid to the **SERVICE PROVIDER** pursuant to this **AGREEMENT**, or any combination thereof in a manner consistent with the nature, amount and

circumstances of the **COUNTY'S** loss of State, Federal, and/or Local funding; provided, however, that any termination or reduction of the term, compensation or **SCOPE OF SERVICES** under this **AGREEMENT** shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction of the term, **SCOPE OF SERVICES** or compensation under this **AGREEMENT**.

C. Termination for Cause

The **COUNTY** shall have the right to terminate the **AGREEMENT** upon notice in writing to the **SERVICE PROVIDER** for any SERVICE PROVIDER default set forth in the Article 18 entitled "**DEFAULT**" and which default continues unremedied 30 days after the SERVICE PROVIDER received written notice from the COUNTY requiring the default to be remedied. The **COUNTY** shall also have the right to terminate the **AGREEMENT** upon notice in writing to the **SERVICE PROVIDER** for breach or violation of any term or condition as specified in any Exhibit to this **AGREEMENT**, or any applicable law, rule or regulation governing the provision of the **SCOPE OF SERVICES** and which breach or violation continues unremedied 30 days after the SERVICE PROVIDER received written notice from the COUNTY requiring the breach or violation to be remedied .

B. Reasons for Termination – **SERVICE PROVIDER**

The **SERVICE PROVIDER** shall have the right to terminate this **AGREEMENT** (i) for its convenience upon giving ninety (90) days written notice to the **DEPARTMENT**, or (ii) for non-payment by the COUNTY of any sum due and payable under this **AGREEMENT** and which sum remains unpaid unremedied 30 days after the COUNTY received written notice from the SERVICE PROVIDER requiring the payment default to be remedied.

C. Actions Subsequent to Termination

Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and except as otherwise directed by the **COUNTY**, the **SERVICE PROVIDER** shall:

1. Stop work under this **AGREEMENT** on the date of and to the extent specified in the Notice of Termination;
2. Place no further orders, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work or services under this **AGREEMENT** as is not terminated;

3. Terminate all orders, contracts, and subgrants to the extent that they relate to the performance of work or services terminated by the Notice of Termination;

4. Assign to the **COUNTY** in the manner, at the time, and to the extent directed by the **COUNTY** all of the rights and interest of the **SERVICE PROVIDER** under the orders, contracts or subgrants so terminated, and at the discretion of the **COUNTY**, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants.

5. Settle all outstanding liabilities and claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the **COUNTY**, to the extent that the **COUNTY** may require. Such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the **SERVICE PROVIDER** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of, or in any manner or degree of, the performance of **SERVICE PROVIDER** hereunder.

6. Arrange for the transfer and delivery of all data in accordance with Article 31B of this **AGREEMENT**; and

7. Take all other reasonable and necessary actions to wind up the administration of this **AGREEMENT** in an orderly manner.

21. NON-WAIVER BY COUNTY

A failure by the **COUNTY** to take any action with respect to any default or violations by the **SERVICE PROVIDER** of any of the terms, conditions, or covenants of this **AGREEMENT** shall not in any way limit, prejudice, diminish or constitute a waiver of any right of the **COUNTY** to act with respect to any prior, contemporaneous or subsequent violation or with respect to any continuation or repetition of the original violation or default under this **AGREEMENT**.

22. REMEDIES – CUMULATIVE

All rights and remedies under this **AGREEMENT** shall be cumulative and shall be in addition to those rights which the parties may have under applicable law, statute, regulation or otherwise.

23. MODIFICATION OR AMENDMENT

This **AGREEMENT** constitutes the entire **AGREEMENT** of the parties on the subject matter hereof and it may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. The **SERVICE PROVIDER** agrees that

no representations or warranties shall be binding upon the **COUNTY** unless expressed in writing hereof or in a duly executed amendment hereof.

24. APPLICABLE LAW

This **AGREEMENT** shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

During the term of this **AGREEMENT**, **SERVICE PROVIDER** agrees as follows:

A. **SERVICE PROVIDER** shall not discriminate against any employee, applicant for employment, independent contractor, consumer or any other person on the basis of race; color; religion; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

B. **SERVICE PROVIDER** shall take affirmative action to ensure that applicants for employment and all employees or agents are treated without regard to their race, color, religious; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. **SERVICE PROVIDER** shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice setting forth the provisions of this non-discrimination clause.

C. **SERVICE PROVIDER** shall, in advertisements or requests for employment placed by it or on its behalf, clearly state that all qualified applicants will receive consideration for employment without regard to race, color, religious ; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability

of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

D. **SERVICE PROVIDER** shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Agreements or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

E. It shall be no defense to a finding of non-compliance with this non-discrimination clause that **SERVICE PROVIDER** had delegated some part to its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the **SERVICE PROVIDER** was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

F. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that **SERVICE PROVIDER** will be unable to meet its obligations under this non-discrimination clause, **SERVICE PROVIDER** shall then employ and fill vacancies through other non-discriminatory employment procedures.

G. **SERVICE PROVIDER** shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of **SERVICE PROVIDER'S** noncompliance with the non-discrimination clause of this **AGREEMENT** or with any such laws, this **AGREEMENT** may be terminated or suspended, in whole or in part, and **SERVICE PROVIDER** may be declared temporarily ineligible for further **COUNTY** contracts, and other sanctions may be imposed and remedies invoked.

H. **SERVICE PROVIDER** shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the **DEPARTMENT** or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government for purposes of investigation to ascertain compliance with the provisions of this clause. If **SERVICE PROVIDER** does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the **COUNTY** or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government.

I. **SERVICE PROVIDER** shall actively recruit minority and women subcontractors

or subcontractors with substantial minority representation among their employees.

J. **SERVICE PROVIDER** shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

26. SEXUAL HARASSMENT POLICY

The **SERVICE PROVIDER** agrees to establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who engage in such conduct will be disciplined. The **SERVICE PROVIDER** further agrees to cause any subcontractor performing work or providing services in connection with the **SCOPE OF SERVICES** to establish and maintain a written sexual harassment policy.

27. AMERICANS WITH DISABILITIES ACT

During the term of this **AGREEMENT**, the **SERVICE PROVIDER** agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts.

B. The **SERVICE PROVIDER** shall include the provisions of Paragraph A above in every subcontract under this **AGREEMENT** so that such provision binds each sub-contractor.

28. EQUAL OPPORTUNITY FOR THE DISABLED

A. The **SERVICE PROVIDER** agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as amended) and implementing Federal regulations. The **SERVICE PROVIDER** assures that any benefits, services, or employment, available through the **SERVICE PROVIDER** to the public by way of this **AGREEMENT'S** funds, shall not be denied persons with mental or physical handicaps or disabilities who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this **AGREEMENT**.

B. The SERVICE PROVIDER shall be responsible for and agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the SERVICE PROVIDER's failure to comply with the provisions of sub-paragraph 8 (a) above.

C. The **SERVICE PROVIDER** shall include the provisions of Paragraph A above in every subcontract under this **AGREEMENT** so that such provision binds each sub-contractor.

29. OTHER FEDERAL LAWS

A. The **SERVICE PROVIDER** expressly agrees and assures that it will comply with the following federal laws and requirements, where applicable.

1. Pro-Children Act of 1994

a. Pursuant to the Federal Pro-Children Act of 1994 (20 U.S.C. 6081-6084), the **SERVICE PROVIDER** The SERVICE PROVIDER and all subcontractors shall agree to comply with the following certification required by P.L. 103-227 Sections 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

b. The SERVICE PROVIDER certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

c. The SERVICE PROVIDER agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subcontractors shall certify accordingly.

d. The SERVICE PROVIDER further agrees that it will comply with, and require any subcontractors to comply with, the requirements of the Pro-Children Act of 1994 regardless of the source of funds for this contract.

2. Drug Free Workplace Act

a. Pursuant to the Drug Free Workplace Act, 41 U.S.C. §701 et seq and its implementing regulations, 45 C.F.R. Part 76, the **SERVICE PROVIDER** agrees that it shall provide a drug free workplace by:

1. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The policy of maintaining a drug-free workplace; and
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
3. Including the statement published pursuant to Subparagraph 2 above, a requirement that each employee, as a condition of employment, shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer no later than five (5) days after a conviction of any employee for a violation of any criminal drug statute which takes place or occurs at the workplace.
4. Notifying the **DEPARTMENT** and the **OFFICE** within ten (10) days after receiving notice under subparagraph 3(ii) above, from an employee or otherwise receiving actual notice of such conviction.

5. Taking one of the following actions, within thirty (30) days of receiving notice under Subparagraph 3(ii) above, with respect to any employee who is so convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination; or
- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Subparagraphs 1, 2, 3, 4 and 5 above.

b. The **SERVICE PROVIDER** shall include the provisions of Subparagraph a above in every subcontract entered into to carry out any part of the **SCOPE OF SERVICES** under this Agreement so that such provision binds each subcontractor.

c. The **SERVICE PROVIDER** shall, at the request of the **OFFICE**, execute such documents in a form acceptable to the **OFFICE**, certifying compliance with the Drug Free Workplace Act.

3. Federal Lobbying

a. The **SERVICE PROVIDER** agrees to certify to the following lobbying restrictions and disclosure requirements:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the **SERVICE PROVIDER**, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **SERVICE PROVIDER** shall complete and submit Standard Form-LLL (Appendix C), "Disclosure of Lobbying Activities," in accordance with its instructions.

3. **SERVICE PROVIDER** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

b. The **SERVICE PROVIDER** shall, at the request of the **OFFICE**, execute such documents in a form acceptable to the **OFFICE**, certifying compliance with the Federal Lobbying restrictions and disclosures set forth above.

4. Federal/State Voter Registration Requirements

a. If the **COUNTY** determines that the **SERVICE PROVIDER's** performance of the **SCOPE OF SERVICES** under this **AGREEMENT** includes serving as a point of intake for individuals who are either: i) applying, reapplying or applying for recertification for "public assistance;" or ii) renewing or changing an address in connection with the provision or receipt of "public assistance," then the **SERVICE PROVIDER** shall comply with the National Voter Registration Act (N.V.R.A.) of 1993 and the Pennsylvania Voter Registration Act of 1995 by

affording the opportunity to eligible individuals to register to vote by completing a voter registration mail application form.

b. A description of the **SERVICE PROVIDER's** voter registration duties and responsibilities under the National Voter Registration Act of 1993 and the Pennsylvania Voter Registration Act of 1995 is set forth at length in the Contract Manual.

5. All other federal laws set forth at length in the Contract Manual and specifically in Exhibits "A," "B" and "D" to this **AGREEMENT**.

5. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA) RECIPROCAL ASSURANCES**

A. DEFINITIONS

- (a) Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are given when defined in the HIPAA Regulations. A reference in this Paragraph 5 of Article 29 of this Agreement to a section in the HIPAA Regulations means the section then in effect, or as amended.
- (b) "Breach" shall mean the same as it means at 45 C.F.R. §164.402.
- (c) "Business Associate" ("BA") shall mean the **SERVICE PROVIDER**.
- (d) "Covered Entity" shall mean Allegheny County, the Department of Human Services and its/their subsidiaries, agencies and affiliates.
- (e) "Days" shall mean calendar days.
- (f) "Designated Record Set" shall mean the same as it means at 45 C.F.R. §164.501, and includes electronic Designated Record Sets.
- (g) "Discovery of a Breach" shall mean that Business Associate, or an employee, officer or agent of Business Associate (other than the individual that caused the Breach), has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.
- (h) "Electronic Protected Health Information" or "EPHI" shall mean the same as it means at 45 C.F.R. §160.103.
- (i) "Privacy Rule" shall mean Subparts A and E of 45 C.F.R. Part 164.

- (j) "Protected Health Information" or "PHI" shall have the meaning set forth at 45 C.F.R. §160.103. When used in this Agreement, PHI shall refer only to PHI that is created, received, maintained, transmitted, used or disclosed for or on behalf of Covered Entity by Business Associate or a Subcontractor.
- (k) "Security Incident" shall mean the same as it means at 45 C.F.R. § 164.304.
- (l) "Security Measures" shall mean the same as it means at 45 C.F.R. §164.304.
- (m) "Security Rule" shall mean Subparts A and C of Part 164 of Title 45 of the Code of Federal Regulations.
- (n) "Services" shall mean all functions and activities necessary to perform the Services Agreement(s) and related arrangements, whether oral or in writing, between Covered Entity and Business Associate.
- (o) "Subcontractor" shall mean the same as it means at 45 C.F.R. §160.103.
- (p) "Unsecured PHI" shall mean the same as it means at 45 C.F.R §164.402.

B. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (a) Business Associate agrees to not use or disclose PHI of Covered Entity other than as permitted or required by this Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards and to comply with the Security Rule with respect to EPHI to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (c) In the event that Business Associate transmits EPHI on behalf of Covered Entity via electronic mail over the Internet, Business Associate agrees to the extent deemed reasonable and appropriate by Business Associate that such EPHI shall be secured by an encryption technology that renders EPHI unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the guidance of a standards developing organization that is accredited by the American National Standards Institute; unless otherwise required by the Secretary to meet an alternative standard.

- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, or a Subcontractor of Business Associate, in violation of the requirements of this Agreement.
- (e) Business Associate agrees to report to Covered Entity:
 - 1. Within ten (10) days, any use or disclosure of PHI by the Business Associate not provided or by this Agreement of which it becomes aware.
 - 2. Within ten (10) days, any Security Incident of which it becomes aware that results in an unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.
 - 3. Within ten (10) days of receipt of a written request from Covered Entity, any Security Incident of which it becomes aware that was an unsuccessful attempt to obtain unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.
 - 4. If Business Associate makes a Discovery of a Breach of Covered Entity's Unsecured PHI that is created, received, maintained, transmitted, used or disclosed by Business Associate in any manner arising out of this Agreement, Business Associate shall timely notify Covered Entity as provided in subsection (f) of this Section B of this Paragraph 5 of Article 29 of this Agreement.
- (f) Following Discovery of a Breach of Covered Entity's Unsecured PHI, Business Associate without unreasonable delay, but in no case later than Thirty (30) days, shall provide written notice to Covered Entity setting forth the information described in subsection (g) of this Section B of this Paragraph 5 of Article 29 of this Agreement. In the event that Business Associate discovers what may be considered a

"breach," Business Associate shall use business care and prudence to satisfy itself based upon reasonable diligence that the acquisition, access, use, or disclosure of PHI was not unintentional or inadvertent and that Business Associate cannot affirmatively demonstrate that there is a low probability that the security or privacy of the PHI has been compromised.

1. Notwithstanding any other provision of this Agreement, Business Associate agrees within thirty (30) days of receipt of documentation from Covered Entity to reimburse Covered Entity for any and all reasonable expenses (e.g., cost of mailing, media, credit monitoring, etc.) incurred by Covered Entity in carrying out the obligations of Covered Entity under the HIPAA Regulations to notify individuals affected by a Breach of Business Associate. In the alternative and upon agreement of the Parties, Business Associate may directly undertake such obligations and expenses in lieu of the herein provided reimbursement.

(g) Business Associate's written notification shall provide the following information:

1. To the extent possible, the names of each individual whose Unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach;
2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
3. A description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 5. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,
 6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site, or postal address.
- (h) If Business Associate has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, Business Associate shall so inform Covered Entity.
- (i) Reporting a Security Incident or a use or disclosure of PHI not provided for in this Agreement shall not discharge Business Associate's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.
- (j) In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. With respect to EPHI, Business Associate will ensure that any Subcontractor of Business Associate that creates, receives, maintains, or transmits EPHI on behalf of Business Associate agrees to use appropriate safeguards and comply with the Security Rule with respect to EPHI to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (k) When Business Associate maintains PHI in a Designated Record Set, including but not limited to an electronic Designated Record Set,

Business Associate agrees to provide access to and copies of PHI maintained in any Designated Record Set to Covered Entity or, when requested in writing by Covered Entity, to an Individual in order for Covered Entity to meet the requirements of 45 C.F.R. §164.524. Business Associate shall provide access to and copies of PHI in a reasonable time, not to exceed Fifteen (15) days [unless Business Associate and Covered Entity reasonably agree otherwise in writing]; and, in a reasonable manner.

- (l) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created, transmitted or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Upon receipt of a request from the Secretary, Business Associate shall notify Covered Entity in writing unless such notification would be contrary to law.
- (m) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity determines is required to enable Covered Entity to comply with 45 C.F.R. §164.526. Except for good cause shown in writing to Covered Entity, Business Associate shall act upon Covered Entity's request for an amendment within Fifteen (15) days of receipt Covered Entity's request.
- (n) Business Associate agrees to identify, track and document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected health Information in accordance with 45 C.F.R. §164.528.
- (o) Business Associate agrees to provide to Covered Entity or to an Individual, in writing and not later than Thirty (30) days after receiving a request under this subsection (o), information collected in accordance with the foregoing subsection (n) of this Section B of

this Paragraph 5 of Article 29 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

- (p) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).
- (q) Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 C.F.R. §164.502(b). Further, Business Associate will restrict PHI to those employees of Business Associate or other workforce members under the control of Business Associate who are actively and directly participating in providing goods and/or services under the Agreement of the Parties and who need to know such information in order to fulfill such responsibilities.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- (a) General Use and Disclosure Provisions.
 - 1. Business Associate provides Services to Covered Entity pursuant to a Services Agreement and other arrangements. In accordance with the Service Agreement, the arrangements, and through their course of dealings and verbal understandings, Covered Entity and Business Associate have become knowledgeable about how and when Business Associate may create, receive, maintain, transmit, use or disclose PHI on behalf of Covered Entity when providing Services. Covered Entity expressly authorizes Business Associate to make any and all uses and disclosures deemed reasonable and necessary to provide the Services. Business Associate shall use or disclose PHI

only in a manner permitted by the HIPAA Regulations if done by Covered Entity.

(b) Specific Use and Disclosure Provisions

1. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Notwithstanding the foregoing, upon receipt of a written request from Covered Entity, Business Associate will provide Covered Entity with a description of any use made of Covered Entity's PHI that Business Associate made in reliance on this subsection (b)(1) of this Section C of this Paragraph 5 of Article 29 of this Agreement.
2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Notwithstanding the foregoing, upon receipt of a written request from Covered Entity, Business Associate will provide Covered Entity with a description of any disclosure made of Covered Entity's PHI that Business Associate made in reliance on this subsection (b)(2).
3. When specifically requested in writing by Covered Entity, Business Associate may use PHI to: (i) provide Data Aggregation services to Covered Entity as permitted by 45

C.F.R. §164.504(e)(2)(i)(B); or, (ii) create de-identified health information in accordance with 45 C.F.R. §164.514.

4. Business Associate may disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

D. INDEMNIFICATION

Business Associate shall indemnify and hold Covered Entity, and its employees, officers, directors, independent contractors, agents and representatives, harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach of the Agreement by Business Associate. The obligations set forth in this Section D of this Paragraph 5 of Article 29 of this Agreement shall survive termination of this Agreement, regardless of the reasons for termination.

E. OBLIGATIONS OF COVERED ENTITY

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity.

F. HIPAA OBLIGATIONS UPON TERMINATION OF AGREEMENT

- (a) In the event that this Agreement is terminated pursuant to Article 20 of this Agreement, the parties agree that all obligations undertaken or set forth under Paragraph 5 of Article 29 of this Agreement shall survive termination of this Agreement.
- (b) Upon the termination of this Agreement for any reason set forth in Article 20 of this Agreement, Business Associate agrees to return or destroy all Protected Health Information, if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its Subcontractors. If it is not feasible for Business Associate to return or destroy said Protected Health Information, Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reason for such determination, which reasons must be agreed to by Covered Entity. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for Business Associate to obtain Protected Health Information from a Subcontractor, Business Associate must provide a written explanation to the Covered Entity and require the Subcontractor to agree to extend any and all protections, limitations and restriction contained in this Agreement to the Subcontractor's use and/or disclosure of any Protected

Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. Such other applicable federal and state laws and requirements as set forth generally in the Contract Manual(s) and/or specifically in the document marked "SPECIAL PROVISIONS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "D" to this **AGREEMENT**.

30. AUDIT REQUIREMENTS

- A. When required by applicable law or regulation, **SERVICE PROVIDER** shall be responsible for obtaining an audit of their contract(s), which shall be performed by an independent certified public accountant. Single audits and program-specific audits are to be conducted in accordance with generally accepted government auditing standards (GAGAS) as specified in Government Auditing Standards published by the Comptroller General of the United States (the Yellow Book). These audits must meet the requirements of the Single Audit Act Amendments of 1996; guidelines specified by the U.S. Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) (June 24, 1997 Revision), generally accepted auditing standards as prescribed by the Financial Accounting Standards Board. Agreed-upon Procedures Audits are to be conducted in accordance with generally accepted government auditing standards (GAGAS). All audits must be in conformance with Commonwealth of Pennsylvania Regulations and the Provider Audit Guidelines.
- B. The cost of the audit made in accordance with the provisions of the Single Audit Act Amendment, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) (June 24, 1997 Revision), the Yellow Book, and state regulations and audit guidance are allowable charges to federal and state awards.
- C. The expenditure threshold for which an audit is required varies depending upon the source of the funds, (i.e. federal, state or other) and is applied at both the Federal and State Level.
 1. Federal Level

Service Providers expending federal funds in excess of \$500,000 annually are required to submit a certified audit, in accordance with the guidelines specified by Federal OMB Circular A-133.

2. State Level

Service Providers expending a combination of Pennsylvania, Department of Public Welfare (DPW) and federal funds in excess of \$500,000 annually are required to submit a certified audit in accordance with Generally Accepted Government Auditing Standards (GAGAS/Yellow Book). NOTE: An audit performed in accordance with Federal OMB Circular A-133 will be accepted in lieu of the GAGAS/Yellow Book audit referred to above.

Service Providers expending Pennsylvania, Department of Health funds, in excess of \$300,000 annually are required to submit a certified audit in accordance with Generally Accepted Government Auditing Standards (GAGAS/Yellow Book). NOTE: An audit performed in accordance with Federal OMB Circular A-133, will be accepted in lieu of the GAGAS/Yellow Book audit referred to above.

- D. Service Providers expending less than the thresholds noted above are not required to have an audit performed, therefore, audit costs are not chargeable to federal, state or county programs.
- E. If the audit covers program expenditures funded by sources other than the Allegheny County Human Services Department, the audit fee must be pro-rated. The audit fee must also be appropriately pro-rated between the different programs within the Allegheny County contract. To be considered reimbursable under county contracts, all annual budgets and cost composites for unit rate contracts must include these anticipated costs.
- F. Failure or inability to comply with audit requirements will be considered a default under this **AGREEMENT**.

31. DATA, COPYRIGHTS AND DISCLOSURE

A. Definition. The term "data," as used herein, includes but is not necessarily limited to written reports and analyses, diagrams, calculations, training, maps, system designs, computer programs, computer tapes, software, flow charts, punched card decks, magnetic tapes, diskettes, drawings, studies, manuals, brochures, advertisements, photographs, models, recommendations

and work of any similar nature which is required to be performed under this **AGREEMENT**. It does not include **SERVICE PROVIDER'S** financial reports, intellectual property or other information incidental to the administration of the **AGREEMENT**.

B. Software and Ownership Rights: If Federal or Commonwealth of Pennsylvania funds are used in this contract for the development of new software or for modifications of software, the SERVICE PROVIDER hereby grants to the Commonwealth of Pennsylvania and the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for State and Federal Government purposes software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation, except in the case that the software purchase is of proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public.

SERVICE PROVIDER acknowledges County ownership of data and SERVICE PROVIDER must return data on demand in a non-proprietary format.

C. Rights in Data. Data submitted to and accepted by the **OFFICE/DEPARTMENT** under this **AGREEMENT** shall be the property of the **OFFICE/DEPARTMENT**, and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the **SERVICE PROVIDER**. All data shall be yielded and delivered by **SERVICE PROVIDER** to the **COUNTY** promptly upon demand and, in any event, upon the cessation of this **AGREEMENT**, whether such cessation be by termination, expiration or otherwise.

D. Data Collection. All data collected under this **AGREEMENT** shall become the property of the **OFFICE/DEPARTMENT** at the close of the term of the **AGREEMENT**.

D. Copyrights and Publication Rights. **SERVICE PROVIDER** relinquishes any and all copyrights and/or privileges to data developed produced or created with funds received by the **SERVICE PROVIDER** from the **COUNTY** pursuant to this **AGREEMENT**.

The **SERVICE PROVIDER** hereby grants, and shall require its agents, servants, employees, and/or subcontractors to grant, to the **COUNTY** a royalty-free, exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, and dispose of the data developed, produced or created with funds received by the **SERVICE PROVIDER** from the **COUNTY** pursuant to this **AGREEMENT**. **SERVICE PROVIDER** shall not include in the data any copyrighted matter unless **SERVICE PROVIDER** provides the **DEPARTMENT** with written

permission of the copyright owner for the **DEPARTMENT** to use such copyrighted matter in a manner provided herein. **SERVICE PROVIDER** shall exert all reasonable efforts to advise the **DEPARTMENT**, at the time of delivery of data furnished under this **AGREEMENT**, of all invasions of the right to privacy contained therein or any material in data that is subject to a privilege, including without limitation, the attorney-client privilege, the physician-patient privilege and any other privilege recognized under Pennsylvania law.

32. CONFLICT OF INTEREST The **SERVICE PROVIDER** covenants that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with its performance under this **AGREEMENT**. **SERVICE PROVIDER** agrees not to knowingly employ any person having such an interest. **SERVICE PROVIDER** certifies that no member of the board of the **SERVICE PROVIDER** or any of its Officers or Directors has such an adverse interest.

33. FEE SPLITTING The **SERVICE PROVIDER** agrees that no employee, board member, or representative of **SERVICE PROVIDER**, either personally or through an agent, shall solicit the referral of consumers to any facility, in a manner which offers or implies an offer of rebate to persons referring consumers or any other fee splitting inducements. Other fee splitting inducement shall mean, but shall not be limited to, recompense of a non-monetary, tangible nature, including, but not limited to, in-kind, special discounts, and/or allowances. This applies to contents of fee schedules, billing methods, or personal solicitation. Additionally, no person or entity involved in the referral of clients may receive payment or other inducement by a facility or any of its representatives.

34. CONFIDENTIALITY

The **SERVICE PROVIDER** shall ensure, and shall require all agents, servants, and employees to ensure, that the names, addresses, and identities of all persons served, counseled, treated or rehabilitated by the **SERVICE PROVIDER**, are kept confidential and that such names, addresses and identities will not be divulged except as disclosure is permitted or required by law. The **SERVICE PROVIDER** shall ensure, and shall require all agents, servants and employees to ensure, the security and confidentiality of all consumer records and information and shall assure compliance with all regulations and statutes concerning the retention of said records.

35. SECURITY CLEARANCES

A. When required by applicable law or regulation, the **SERVICE PROVIDER** shall require all applicants for employment with the **SERVICE PROVIDER** to submit with their

applications, prior to their employment, a report of Criminal History Record Information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to that person obtained within ninety (90) days of the date of application. The **SERVICE PROVIDER** shall maintain the Criminal History Record Information in the applicant's file and shall use the information of felony and misdemeanor convictions to the extent to which they relate to the applicant's suitability for employment in the position for which he/she has applied. The **SERVICE PROVIDER** shall notify the applicant in writing if the decision not to hire is based in whole or in part on criminal history record information.

B. The **SERVICE PROVIDER** shall provide written notice to the **DEPARTMENT** if any agent, servant, employee or subcontractor of the **SERVICE PROVIDER** is charged and/or convicted of any crime that would relate to the ability of the agent, servant, employee or subcontractor of the **SERVICE PROVIDER** to provide or perform the services described in the **SCOPE OF SERVICES**.

C. The Director or his designee may, at his discretion, waive or modify any of the requirements set forth in this Article where the Director determines that such waiver or modification is in the best interests of the **COUNTY**.

36. SERVICE PROVIDER INTEGRITY

1. Definitions – The following words as used in this Article shall mean as follows:

A. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the **COUNTY**.

B. "Consent" means written permission signed by a duly authorized officer or employee of the **COUNTY**, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the **COUNTY** shall be deemed to have consented by virtue of execution of this **AGREEMENT**.

C. **SERVICE PROVIDER** means the **SERVICE PROVIDER** that has entered into this **AGREEMENT** with the **COUNTY**, including **SERVICE PROVIDER'S** directors, officers, partners, managers, key employees, and owners having a financial interest.

D. "Financial Interest" means:

1. Ownership of more than a five percent (5%) interest in any business; or

2. Holding a position as an officer, director, trustee, partner, employee, or the like or holding any position of management.
- E. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The **SERVICE PROVIDER** shall maintain the highest standards of integrity in the performance of this **AGREEMENT** and shall take no action in violation of state and federal laws, regulations, or other requirements that govern contracting with the **COUNTY**.
3. The **SERVICE PROVIDER** shall not disclose to others any confidential information gained by virtue of this **AGREEMENT**.
4. The **SERVICE PROVIDER** shall not, in connection with this **AGREEMENT** or any other agreement with the **COUNTY**, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the **COUNTY**.
5. The **SERVICE PROVIDER** shall not, in connection with this **AGREEMENT** or any other agreement with the **COUNTY**, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the **COUNTY**.
6. Except with the consent of the **COUNTY**, neither the **SERVICE PROVIDER** nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this **AGREEMENT** except as provided therein.
7. Except with the consent of the **COUNTY**, the **SERVICE PROVIDER** shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material in connection with the provision or performance of the **SCOPE OF SERVICES**.
8. The **SERVICE PROVIDER**, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the **COUNTY** in writing.
9. The **SERVICE PROVIDER**, by execution of this **AGREEMENT** and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The **SERVICE PROVIDER** shall, upon request of the Director, reasonably and promptly make available to **OFFICE** and its representatives or designees, for inspection and copying, all Fiscal and Programs Records of the **SERVICE PROVIDER** of, concerning, and referring to this **AGREEMENT** with the **COUNTY** or which are otherwise relevant to the enforcement of these provisions.

37. NO DEBARMENT OR SUSPENSION

A. The **SERVICE PROVIDER** certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the **SERVICE PROVIDER** cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

B. If the **SERVICE PROVIDER** enters into subcontracts or employs under the **AGREEMENT** any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the United States Government or who become suspended or debarred by the Commonwealth or United States Government during the term of this **AGREEMENT** or any extensions or renewals thereof, then the **COUNTY** shall have the right to require the **SERVICE PROVIDER** to terminate such subcontracts or employment.

C. The **SERVICE PROVIDER** agrees to reimburse the **COUNTY** and Commonwealth for reasonable costs of investigations incurred by the **COUNTY** or by the Office of the Inspector General of the Commonwealth for investigations of the **SERVICE PROVIDER'S** compliance with the terms of this **AGREEMENT** or any other agreement between the **SERVICE PROVIDER** and the **COUNTY** which results in the suspension or debarment of the **SERVICE PROVIDER** or any subcontractor of the **SERVICE PROVIDER**. Such costs shall include, but not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The **SERVICE PROVIDER** shall not be responsible for investigative costs for investigations which do not result in the **SERVICE PROVIDER'S** suspension or debarment.

D. The **SERVICE PROVIDER** may obtain the current list of suspended and debarred Contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone # (717) 783-6472
Fax # (717) 787-9138

38. INTERESTS OF MEMBERS OF THE COMMONWEALTH

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this **AGREEMENT**, shall participate in any decision relating to this **AGREEMENT** which affects their respective personal interest or the interest of any corporation, partnership, or association in which directly or indirectly, they may be interested; nor shall any such officer, member or employee of the Commonwealth or members of its General Assembly have any interest, direct or indirect, in this **AGREEMENT** or the proceeds thereof.

39. INTERESTS OF COUNTY OFFICIALS, OFFICERS OR EMPLOYEES

No elected official, officer or employee of the **COUNTY**, the **DEPARTMENT** or **OFFICE**, who exercises any functions or responsibilities under this **AGREEMENT**, shall participate in any decision relating to this **AGREEMENT** which affects their respective personal interest or the interest of any corporation, partnership, or association in which directly or indirectly, they may be interested; nor shall any such elected official, officer or employee of the **COUNTY**, the **DEPARTMENT** or **OFFICE** have any interest, direct or indirect, in this **AGREEMENT** or the proceeds thereof.

40. TAX COMPLIANCE; OFFSET

By executing this **AGREEMENT**, the **SERVICE PROVIDER** warrants and represents that it is not delinquent in the payment of any taxes or other obligations to the **COUNTY**. The **SERVICE PROVIDER** shall immediately inform the **OFFICE** if, at any time during the term of this **AGREEMENT**, it becomes delinquent in the payment of any taxes to the **COUNTY**. The **SERVICE PROVIDER** agrees that the **COUNTY** shall have the right to offset any tax or other obligation owed by the **SERVICE PROVIDER** to the **COUNTY** against any payments due the **SERVICE PROVIDER** for services provided or performed under this **AGREEMENT**.

41. ACKNOWLEDGMENT OF FUNDING

The **SERVICE PROVIDER** shall place, and shall require all persons performing services hereunder to place, in a conspicuous place on any premises, data, material, media, curricula, instruments or reports developed or delivered under this **AGREEMENT**, that the work was performed and the services were provided under an agreement funded by the **DEPARTMENT** and/or, where applicable, the appropriate department or agency of the Commonwealth of Pennsylvania or U.S. Government.

42. INCORPORATION OF CONTRACT MANUAL REQUIREMENTS

A. The **SERVICE PROVIDER** acknowledges that funding for the **SCOPE OF SERVICES** is provided in whole or in part by grants made to the **COUNTY** by departments and agencies of the United States Government or the Commonwealth of Pennsylvania. All of the terms and conditions governing the grant funds received by the **COUNTY**, including but not limited to a listing of all of the federal and/or state laws, rules and regulations pertaining to the **SERVICE PROVIDER'S** provision or performance of the **SCOPE OF SERVICES** under this **AGREEMENT**, are set forth in a series of documents developed, compiled and created by the **DEPARTMENT** which is generally referred to as the "Contract Manual." Those portions or provisions of the Contract Manual which are specifically incorporated as terms and conditions of this **AGREEMENT** are set forth in EXHIBIT "D" to this **AGREEMENT**.

B. Although referred to in the singular, the term "Contract Manual," as used in this **AGREEMENT**, shall refer to and include any of the Contract Manuals developed, compiled and created by the **DEPARTMENT** that are applicable to this **AGREEMENT** because: (1) more than one Federal, State or local funding source is used to support the **SCOPE OF SERVICES**; or (2) certain work or activities set forth in the **SCOPE OF SERVICES** are subject to particular laws, rules or regulations.

C. If any provision of this **AGREEMENT** is in conflict with any terms or conditions set forth in any Contract Manual of the Department, the provisions set forth in the Contract Manual shall be controlling.

D. Due to its size and voluminous nature, the Contract Manual is not attached hereto. The **SERVICE PROVIDER** does acknowledge that it has received a true and correct copy of any applicable Contract Manual from the **OFFICE**.

E. Any and all provisions included in any applicable Contract Manual are subject to modification by amendment or changes to federal, state and local rules and regulations at any time. Any such amendments shall be deemed to be part of the applicable Contract Manual and shall be incorporated automatically as part of the **AGREEMENT** without the necessity of a written amendment. The **DEPARTMENT** shall provide written notice of any changes in any applicable Contract Manual.

43. SUCCESSORS

All of the terms and conditions contained in this **AGREEMENT** shall be binding upon and shall inure to the benefit of respective successors and assigns of the parties.

44. AUTHORIZATION

The parties hereto warrant and represent as follows:

A. The **AGREEMENT** has been duly authorized and approved by each of their respective officers having the legal authority to exercise the power to contract; and

B. The respective individuals signing the **AGREEMENT** have been duly authorized to sign the same on behalf of the respective parties.

45. INTELLECTUAL PROPERTY

A. Definitions:

Intellectual Property or IP means all inventions (whether patentable or not), innovations, technology, discoveries, Know-how, copyrights, design rights, integrated circuit design rights and other intellectual property rights.

Background IP means Intellectual Property belonging to or in the control of either Party and which is created prior to or independently of the Project carried out pursuant to this Agreement and which is used for the purposes of the Project.

Foreground IP means Intellectual Property which results from or is created, devised or invented in the course of the Project under this Agreement.

Project means the project detailed in the Work Statement attached in Exhibit A to this AGREEMENT.

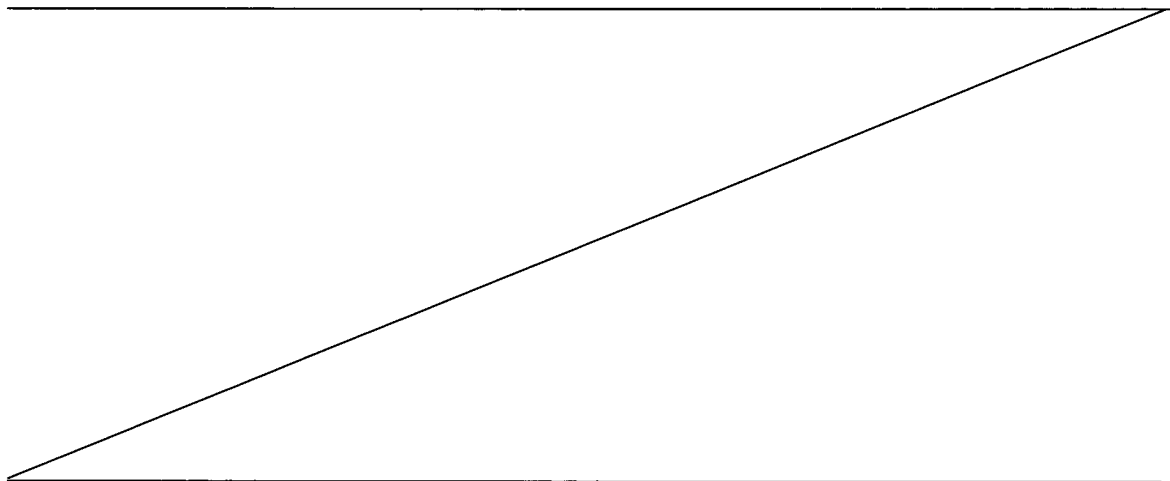
B. All Intellectual Property held by a Party in relation to anything used by or disclosed by it in connection with this AGREEMENT prior to entering into this AGREEMENT shall remain the property of the Party using or disclosing it.

C. All Background IP used or disclosed in connection with the Project, which is the subject of prior agreements with other parties or which have pre-existing intellectual property rights constraints, shall remain unaffected by this Agreement.

D. All Foreground IP (including the results of the work under the Project invented, devised, discovered, developed or created solely by a Party in the course of the Project) shall be owned by such Party. Such Party solely owning the Foreground IP shall grant the other an irrevocable, worldwide, royalty free, fully paid-up, non-exclusive license to use, modify, reproduce, and distribute Foreground IP (unless agreed otherwise in writing).

E. All Foreground IP (including the results of the work under the Project invented, devised, discovered, developed or created jointly by the Parties for or in the course of the Project) shall be jointly owned by the Parties in equal undivided shares ("**Joint IP**"). Both Parties shall have the free and unfettered right to use at its own risk the Joint IP for its purpose, including for academic, teaching, research, development and commercial purposes. Each Party agrees to grant to the other an irrevocable, worldwide, royalty free, fully paid-up, non-exclusive license to use its Background IP if such Background IP is required to enable the effective use of the Joint IP in question for the purposes specified in this Clause 45E.

F. COUNTY shall grant SERVICE PROVIDER a nonexclusive, non-transferable, perpetual, irrevocable, royalty-free right to use, modify, reproduce, and distribute Background IP where it is required and has been incorporated into Foreground IP. SERVICE PROVIDER may also sublicense the aforementioned IP in this under these same conditions.



IN WITNESS WHEREOF, the parties hereto have signed this

AGREEMENT on the date below indicated.

ATTEST:	SERVICE PROVIDER	AUT ENTERPRISES LIMITED
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Witness Signature

& Date: 02/12/14

Please Print

Witness Name: AMBER TAYLOR

Title: MANAGER PROJECTS

Authorized Signature

& Date:

Please Print

Name: DR JOHN CHANG

Title: AUTEL BOARD DIRECTOR

Date: 02/12/2014

EIN Number of SERVICE PROVIDER:

N/A

COUNTY OF ALLEGHENY

BY:

County Manager

12/11/14

APPROVED BY DIRECTOR

Marc Cherna, Director

Date

Allegheny County Department of Human Services

APPROVED AS TO FORM

Allegheny County Solicitor

Date

Assistant Allegheny County Solicitor

Date

Agreement between the County of Allegheny Department of Human Services and **AUT ENTERPRISES LIMITED**

Authorized by the County on **9-11-2014** at Executive Action No. **6539-14**

**Exhibit A: Allegheny County Department of Human Services Work Statement
For the Period: Sep 1, 2014 to Jun 30, 2015**

Organization: Auckland University of Technology Enterprises, LTD.

DHS Office/Bureau: Data Analysis Research and Evaluation

The SERVICE PROVIDER shall render or provide the services described below:

Service: Information Technology – Development/Consulting

The SERVICE PROVIDER (AUT) will model, design and support the implementation of a predictive analytic tool(s) that will be used by Department of Human Services (DHS) direct service staff in clinical decision-making and case planning. In developing this predictive analytic tool(s), AUT will perform a variety of tasks including but not limited to the following: drafting reports and conducting workshops to develop best options for Predictive Risk Modeling (PRM), developing predictive models, considering ethical issues associated with PRM, working with a third party technology vendor to build tools. AUT will advise the implementation of PRM tools in child welfare decision-making and support roll-out of the tool by addressing child welfare frontline staff concerns, consulting with DHS managers on functionality and reporting, developing training resources and conducting workshops for all users. AUT will also develop an evaluation framework for the tools developed for DHS.

In the course of developing this predictive analytic tool(s), AUT will provide the following

- Deliverables:
 - A report: "Implementing PRM in Allegheny County: Options for Implementation"
 - A report: "Linked Administration Data in Allegheny County: What else could we learn?"
 - Proposed Predictive Risk Models
 - A report on ethical considerations of PRM in Allegheny County
 - A report that compares PRM to current methods for undertaking risk assessment
- Supports:
 - Technical Assistance to address implementation issues (providing additional consulting with the software and implementation group, re-estimating the model if necessary, providing other statistical analysis, de-bugging, cross-checking the applications with live data to ensure that the predictive power is accurate)
 - An evaluation framework
 - Training resources and workshops to train and support users in using and understanding the tool(s). In the workshops, users will be shown how to use the tool, practice using the tool and engage in test scenarios.

The SERVICE PROVIDER shall provide the above-described services in accordance with the attached timeline line for implementation.

ATTACHMENT A: TIMELINE

Key Deliverables	Tasks/Description	Invoice/ Delivery Date	Amount Invoiced US\$**	Comments
Phase 0: Agreement				
Contract Execution	Both parties agree and sign contract	Oct 2014	\$100,000.00	<i>Initial payment, not additive to total contract value.</i>
Phase 1: developing the options				
Report " <i>Implementing PRM in Allegheny County: Options for Implementation</i> "	Draft report on options for implementing a PRM (Predictive Risk Model)	April 2015		
	Present draft report to key internal and external reference groups	April 2015		
	Collate feedback from consultation process to draft report	April 2015		
	Issue a final report, incorporating feedback	April 2015	\$83,685.96	
Report " <i>Linked Administration Data in Allegheny County: What else could we learn?</i> "	Conduct a workshop with key outside researchers on the data structure and what else could be learned to improve outcomes for Allegheny	Sept 2015	\$5,000	<i>This task includes the cost of flying in people for a workshop, and time of researchers.</i>
	Issue a supplementary report on what other important questions could be answered with the Allegheny County Data and potential funding source for each	Sept 2015		
Phase 2: Developing the Predictive Risk Models				
Development of PRM to be implemented (Instalment 1)	Apply to the IRB (Institutional Review Board), establish data specification	June 2015	\$165,977.15	
Development of PRM to be implemented (Instalment 2)	Develop algorithm(s), present results, issue a report on final algorithm(s), conduct an analysis and literature review, consider ethical issues	Aug 2015	\$29,290	
External ethics contract	Provide a stand-alone ethics piece on the ethical issues of implementing PRM in the context proposed and safe guards to ensure that the ethical issues are addressed	June 2015	\$15,000	<i>An indicative price - to be confirmed.</i>
Phase 3: Implementation of the PRM in the field and addressing frontline concerns				
Implementing and training	Consult with managers on desired functionality, develop proto-type reports and analysis	Oct 2015	\$41,650.00	
	Develop training resources	Oct 2015	\$10,560.00	
	Conduct training workshops with internal and external stakeholders and users	Oct 2015	\$24,000.00	
Comparing PRM to current methods for undertaking risk assessment	Develop and execute a report on how risk assessment is currently conducted and comparing this to assessments generated by PRM	Jan 2016	\$19,200.00 (Only \$16,160 invoicable due to \$100,000 signing fee)	

Phase 4: Evaluation of PRM in the field: did it help?				
Developing an evaluation framework	Develop an evaluation framework	March 2015	\$16,320.00 (No invoice paid, covered by \$100,000 initial payment)	
Additional implementation issues (re-estimating model, additional model etc.)	Provide additional consulting with the software and implementation group - re-estimating the model if necessary, debugging , responding to implementation issues	Jan 2017	\$ 80,640.00 (No invoice paid, covered by \$100,000 initial payment)	Maximum contingency and depends on work required
PRICE				
Grand Total for this contract		\$ 491,323		
Software Development cost [not included in contract]		\$255,000.00		

**** Invoice Terms – Payment due 30 days after receipt via email.**

EXHIBIT B

PAYMENT PROVISIONS

**for the Agreement
by and between
Allegheny County Department of Human Services
and
AUT ENTERPRISES LIMITED.**

The Allegheny County Department of Human Services (hereinafter the DEPARTMENT) has received or is anticipating receiving funds from federal, state, local and private sources for the provision of services identified in Exhibit A (Workstatement) of this AGREEMENT.

General Terms and Conditions

The following general terms and conditions related to provision of payment for this agreement shall apply to all providers regardless of fund source and/or service type:

SERVICE PROVIDER shall adhere to the applicable chapters and fiscal requirements set forth in the Contract Specifications Manual on Payment Provisions, Budgets and Invoicing. Refer to Article 42 of the AGREEMENT for additional information regarding the contract manual(s).

SERVICE PROVIDER shall be paid at the corporate address identified in Clause 12B (Notices) of the AGREEMENT unless SERVICE PROVIDER otherwise notifies COUNTY in writing or provides a payment address herein:

No payment shall be made under this AGREEMENT until the contract has been fully executed and all insurance requirements have been fully implemented.

SERVICE PROVIDER does not have the authority to transfer allocated funds from one category of service to another without prior written authorization of the DEPARTMENT. Further, in the event services in the contract are reduced the allocated funding shall be reduced commensurately. If services are being terminated, the allocation for said services should be considered withdrawn by the COUNTY unless otherwise stated in writing.

Reimbursement to SERVICE PROVIDER is to be made within a reasonable time by COUNTY upon submission of invoice(s) for review and approval by the Director of Human Services or their designee for services defined in Exhibit A (Workstatement).

SERVICE PROVIDER agrees to seek all possible sources of alternate funding/revenue for the services described in the workstatement (Exhibit A), including but not limited to third party insurance, medical assistance, etc., and any such funds received must be used to reduce the DEPARTMENT's financial liability.

When permitted by applicable law and regulations, if revenue generated by the program(s) of SERVICE PROVIDER vary from the anticipated revenue stated within the related budget, then

DEPARTMENT, in its discretion may adjust proportionally its reimbursement herein under to SERVICE PROVIDER. The previously stated amount is the anticipated revenue to SERVICE PROVIDER from the various DEPARTMENTAL received funding sources for the term of the AGREEMENT and is subject to available funding.

The DEPARTMENT has the authority to adjust the allocations within this agreement based upon the service demands and treatment/administrative costs related to DEPARTMENT's consumers/clients. Said adjustment must be provided in writing to the SERVICE PROVIDER by the DEPARTMENT, either via an adjustment letter in the case of a reduction or via a modification in the case of an increase.

Service Providers must comply with all Federal, State and Local laws, regulations, and funding requirements, including, but not limited to, obtaining necessary and applicable licenses, permits, certifications and accreditations.

Failure to do so may result in a reduction, adjustment, or denial of payment based on provisions of individual funding source requirements.

SERVICE PROVIDER agrees that travel and subsistence costs shall be in accordance with prevailing County practice or state rates set forth in applicable codes/statutes and/or fund source guidelines, whichever is lower. If prevailing collective bargaining unit policies apply for the reimbursement of these items at a rate different from the funding source or county travel policies, the terms of the bargaining unit shall prevail.

ALLOCATION BY SERVICE/PROGRAM/PROJECT/FUND SOURCE/TYPE

Subject to the availability of said funds and the other terms and conditions of this AGREEMENT, DEPARTMENT will reimburse SERVICE PROVIDER in accordance with the mutually agreed upon budget(s) for costs incurred in providing the services described in the Workstatement(s) of this AGREEMENT up to a maximum amount as identified in the Allocation Statement attached herein and identified as Exhibit B Attachment 1.

As stated above, each service/program/project/fund source/type has specific requirements as delineated in the CONTRACT SPECIFICATIONS MANUAL ON PAYMENT PROVISIONS, BUDGETS AND INVOICING which SERVICE PROVIDER is obligated to abide by as a term/condition of the agreement.



Allegheny County Department of Human Services
Summary Allocation Statement



AGREEMENT START DATE: 09/01/2014

AGREEMENT END DATE: 06/30/2015

Provider Name:

AUCKLAND UNIVERSITY OF TECHNOLOGY ENTERPRISES, LTD.

DHS Office Name	Not To Exceed	Uncapped Fee
DARE	\$500,000.00	No
TOTAL NOT TO EXCEED	\$500,000.00	

*EXCLUSIVE OF UNCAPPED FEE BASED SERVICES, SEE OFFICE/BUREAU SPECIFIC PAGES FOR FEES.



Allegheny County Department of Human Services
Detailed Allocation Statement



Contract Date: 09/01/2014 - 06/30/2015
Program Office: DARE
Provider: 21,253 - AUCKLAND UNIVERSITY OF TECHNOLOGY ENTERPRISES, LTD.
JDE Number:

AUCKLAND UNIVERSITY OF TECHNOLOGY ENTERPRISES, LTD.

Ungrouped Services

Service Allocation							
Program Name	Service Name	Amount Not To Exceed	Initial/ Adjustment	Funding Source	Start Date	End Date	Service Comments
Not Applicable	Administrative Support Information Technology Development/ Consulting	\$500,000.00	Initial	DHS programs	09/01/2014	06/30/2015	

EXHIBIT C

INSURANCE REQUIREMENTS

For the term of this **AGREEMENT**, the **SERVICE PROVIDER** will take out and maintain or will cause to be taken out and maintained policies of insurance meeting the following requirements:

1. General Requirements

- A. *All policies of insurance set forth below except Professional Liability shall be endorsed to include the COUNTY, its elected officials, officers, appointees and employees as additional insureds.***
- B.** All certificates of insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy which change, restrict or reduce the insurance provided or change the name of the insured.

2. Types of Coverage

A. Commercial General Liability

- 1.** Commercial General Liability Insurance which will protect the **SERVICE PROVIDER** in providing the services under this **AGREEMENT** from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this **AGREEMENT** whether such operations be by the **SERVICE PROVIDER** or by any subcontractor of the **SERVICE PROVIDER** or by anyone directly or indirectly employed by either the **SERVICE PROVIDER** or subcontractor. The Commercial General Liability Policy will include, but not be limited to, the following:
 - a.** Contractual liability on a blanket basis or contractual liability specifically covering this **AGREEMENT**;
 - b.** Products Liability and Completed Operations;
 - c.** The **SERVICE PROVIDER** shall maintain general liability limits of no less than \$1,000,000 per occurrence.

B. Automobile Liability Insurance

- 1.** The **SERVICE PROVIDER** shall maintain Comprehensive Automobile Liability Insurance covering all owned and non-owned automobiles if applicable to the services provided under the **AGREEMENT**.
- 2.** The Automobile Liability Insurance shall have a limit of no less than \$1,000,000 combined single limit for each occurrence for injury to persons and/or damage to property.

C. Professional Liability Insurance

The **SERVICE PROVIDER** shall carry Professional Liability insurance policy with limits of no less than \$1,000,000.

D. Workers' Compensation

The **SERVICE PROVIDER** shall carry Workmen's Compensation Insurance as required by local law as outlined in Clause 1D, or shall submit evidence to the **DIRECTOR** that it has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer.

1. Workers Compensation: Statutory
2. Employers Liability with limits:
 - \$100,000 each accident
 - \$500,000 disease policy limit
 - \$100,000 disease each employee.

E. Fidelity Bonding

The **SERVICE PROVIDER** shall ensure that employees who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by fidelity bond.

The coverage required and to be maintained for fidelity bond insurance shall be minimally:

An amount equal to, but not less than 10% of contract total contained in Exhibit B (Payment Provision) of this **AGREEMENT** when program funded/cost reconciled;

An amount equal to, but not less than \$50,000 when the **AGREEMENT** is fee-based/per diem funded;

An amount equal to, but not less than 10% of the program funded amount plus \$50,000 for fee-based services when the contract contains both fee-based/per diem and program funded services.

- F. The insurance carrier should have a AM Best rating of no less than A-.
- G. The County reserves the right to waive ANY or ALL conditions.



Vero Liability Insurance Limited
Level 32 ANZ Centre
23-29 Albert Street
Private Bag 92055
Auckland
New Zealand
Telephone 09 306 0350
Facsimile 09 306 0351

INSURANCE CERTIFICATE

Public & Products Liability

Client No

6001296

Underwriter

HCB

We, the Insurers, Vero Liability Insurance Limited confirm that Public & Products Liability insurance has been effected on the following basis:

POLICY NUMBER

HO-LPL-6047575

THE INSURED

Auckland University of Technology and any subsidiary company and other entity, whether incorporated or otherwise, over which the Auckland University of Technology exercises management control, including AUT Enterprises Limited.

BUSINESS DESCRIPTION

Any and all of the activities pertaining to an educational and research institution, including, but not limited to the providing of student services and the providing of, or the facilitating of, all recognised student activities, and including all the activities of a researcher, tester, developer, consultant, product and process tester, manufacturer, publisher, property owner, occupier and developer, producer, administrator, fundraiser, trustee, including trustee of superannuation and employee benefit schemes, provider of veterinary, dental, medical and scientific services, and any other activity or occupation incidental to an educational and research institution, including research, consultancy and technology commercialisation activities undertaken by AUT, operation of a Health Centre for the provision of physical and mental health services to staff, students and members of the public; Includes cover for staff or students on secondment to or from the AUT, providing their secondment from AUT forms part of their employment/studies at an AUT faculty, or their secondment to AUT is under arrangement between AUT and another tertiary faculty

POLICY PERIOD

From: 1 December 2013 at 4:00pm
To: 1 December 2014 at 4:00pm

LIMIT OF INDEMNITY

\$ 1,000,000 any one occurrence/Products aggregate

EXCESS

\$ 2,500 per occurrence

POLICY WORDING

MARSH EDIT

INTERESTED PARTIES

noting the interests of COUNTY OF ALLEGHENY, its elected officials, officers, appointees and employees, but only in respect of liability arising out of the activities of the Insured named above.

Signed for and on behalf of Vero Liability Insurance Limited

Authorised Officer



17 November 2014

PL Master CERT-1012

INSURANCE CERTIFICATE

Professional Indemnity

Client No

6001296

Underwriter

HCB

We, the Insurers, Vero Liability Insurance Limited confirm that Professional Indemnity insurance has been effected on the following basis:

POLICY NUMBER HO-LPI-6047572

THE INSURED Auckland University of Technology and any subsidiary company and other entity, whether incorporated or otherwise, over which the Auckland University of Technology exercises management control, including AUT Enterprises Limited.

BUSINESS DESCRIPTION Any and all of the activities pertaining to an educational and research institution, including, but not limited to the providing of student services and the providing of, or the facilitating of, all recognised student activities, and including all the activities of a researcher, tester, developer, consultant, product and process tester, manufacturer, publisher, property owner, occupier and developer, producer, administrator, fundraiser, trustee, including trustee of superannuation and employee benefit schemes, provider of veterinary, dental, medical and scientific services, and any other activity or occupation incidental to an educational and research institution, including research, consultancy and technology commercialisation activities undertaken by AUT, operation of a Health Centre for the provision of physical and mental health services to staff, students and members of the public; Includes cover for staff or students on secondment to or from the AUT, providing their secondment from AUT forms part of their employment/studies at an AUT faculty, or their secondment to AUT is under arrangement between AUT and another tertiary faculty

POLICY PERIOD

From:	1 December 2013	at 4:00pm
To:	1 December 2014	at 4:00pm

LIMIT OF INDEMNITY \$ 1,000,000 any one claim and in the aggregate during the Policy Period including costs and expenses

EXCESS \$ 5,000 each and every claim including costs and expenses

POLICY WORDING VL POL PI MANUSCRIPT

Signed for and on behalf of Vero Liability Insurance Limited

Authorised Officer



18 November 2014

PI Master Cert 0513

MARSH

Underwritten by

Allianz 

Auto - work trip

POLICY SCHEDULE

Corporate Travel

POLICY NUMBER	766600006
INSURED	AUT UNIVERSITY CORPORATE POLICY and/or their subsidiary companies and companies for which they have management control and joint ventures, as now or hereafter constituted, formed or acquired.
PERIOD OF INSURANCE	From 4pm 1/12/2013 to 4pm 1/12/2014 and <u>any subsequent period</u> for which we offer renewal of this Policy.
INSURED PERSON (S) / CATEGORIES	All employees or directors of the Insured or persons authorised by the Insured travelling overseas on authorised business travel or private travel if declared by the Insured, Spouses (including common-law) and families of an Insured Person
SCOPE OF COVER	Cover under this Policy applies for Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 to all insured persons whilst on a journey.
JOURNEY INTERNATIONAL TRAVEL	Journey means overseas travel in connection with the business of the insured, including associated, private, personal and family travel outside of your Country of usual residence, which starts from the time of leaving home or normal place of business (whichever is left last) and continues until arrival back at home or normal place of business (whichever is reached first).

SCHEDULE OF BENEFITS AND SUMS INSURED

The following benefits will apply to your policy. Please refer to your policy wording to see how these will apply.

		SUM INSURED	EXCESS
SECTION 1	Personal accident & sickness		
Part A	Lump sum benefits – Event 1 - 19 2 x salary up to (minimum \$100,000)	\$250,000	Nil
	Dependent Children under 16 years – Event 1	\$20,000	Nil
	Dependent children under 16 years – Event 2 - 19	\$250,000	Nil
	Surgical benefits – Injury	\$5,000	Nil
Part B	Weekly benefits – Injury	\$2,000	14 days
	Benefit Period	104 weeks	N/A
Part C	Weekly benefits - Sickness	Not insured	N/A
	Benefit Period	N/A	N/A
	Surgical benefits - Sickness	\$5,000	Nil
Part D	Lump sum broken or fractured bones	\$5,000	Nil
Part E	Rehabilitation expenses – maximum 6 months	\$500 per month	Nil
Part F	Loss of enjoyment of life	\$10,000	Nil
Part G	Dependent education benefit - \$5,000 per child	\$10,000 any one family	Nil
	Spouse Accidental Death	\$25,000	Nil
Part H	Dental Benefit - Injury	\$250 per tooth max \$10,000	Nil
SECTION 2	Kidnap, extortion / ransom	\$500,000	Nil

SECTION 3	Hijack and detention		
	Daily benefit (Maximum 30 Days)	\$500 per day	Nil
	Legal Costs	\$50,000	Nil
SECTION 4	Medical /Additional /Cancellation / Curtailment		
	Medical and additional expenses	Unlimited	\$25
	Ongoing medical expenses	24 months capped at NZD\$50,000 for non NZ residents	
	Cancellation and curtailment expenses	Unlimited	\$25
	Additional business expenses	\$2,500	\$25
	Alternative route	\$5,000	\$25
	Continuous worldwide bed confinement	\$200 per day	48 hours
SECTION 5	Allianz Global Assistance (Only applicable if Section 4 is insured)		N/A
SECTION 6	Loss of deposits	\$30,000	\$25
SECTION 7	Baggage, Business property, Electronic equipment and Money / Travel Documents	\$25,000	\$25
	Limit any one item	\$5,000	\$25
	Deprivation of baggage	\$5,000	\$25
	Electronic equipment - subject to standard warranty	\$10,000	\$250
	Excess: 10% of loss, minimum \$250		
	Money/Travel Documents	\$5,000	\$25
	Keys and Locks	\$1,000	\$25
	Identity Theft Extension	\$15,000	\$25
SECTION 8	Alternative employee / resumption of assignment expenses	\$20,000	Nil
SECTION 9	Personal liability	\$5,000,000	Nil
SECTION 10	Rental vehicle excess	\$5,000	Nil
	Personal Vehicle extension (NCB loss and/or excess)	\$2,000	Nil
		\$500 per week, maximum	
	Personal Vehicle Extension (Rental Vehicle)	\$2,500	Nil
SECTION 11	Political evacuation - Per insured person	\$20,000	Nil
	Aggregate – any one period of insurance	\$100,000	Nil
SECTION 12	Death by natural causes	\$10,000	Nil
Aggregate limit of liability			
	(a) Any one Period of Insurance	\$2,500,000	
	(b) Non-Scheduled Aircraft	\$1,500,000	

The following additional clauses apply:

Occupational rehabilitation benefit

In addition to the total disablement benefits, we will pay for expenses incurred for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution, provided such treatment or advice is undertaken with the agreement of us and your attending doctor, Compensation under this provision will be limited to actual costs incurred not exceeding an amount equal to one quarter of the *injury* and *sickness* benefit stated on the *schedule* calculated for a 52 week period or \$5,000 whichever is the lesser amount.

Loss of enjoyment of life

If a claim is admitted by us under Part A-Lump Sum benefits-benefits 2-9(a) we will pay an additional \$10,000 if the *insured person* suffers *loss of enjoyment of life*, as defined.

Loss of enjoyment of life means that in the opinion of a *doctor* the *insured person* is unlikely to ever be able to undertake one or more of the following activities without assistance:

- (a) dressing and undressing
- (b) washing, bathing and toileting
- (c) eating and drinking
- (d) general household duties
- (e) shopping

Weekly benefits – injury & sickness

Definitions

Temporary total disablement means the temporary inability of an *insured person* to engage in his or her usual occupation, or business duties.

Temporary partial disablement means the temporary inability of an *insured person* to engage in a substantial part of his or her usual occupation, or business duties.

Education fund supplement

We will pay \$5,000 for each *dependent child* (\$10,000 in aggregate for all *dependent children* in any one family) should the *insured person* die whilst on a *journey* as a result of an *injury*.

Definition applicable to this cover:

For the purposes of this benefit only, *injury* means a bodily injury directly resulting from an accident and which is not an illness which happens to the *insured person* whilst on a *journey*, as a result of violent, external and visible means and which results, solely and directly and independently of any other cause including any *pre-existing medical condition or illness*, in the death of the *insured person*.

Amendments to Allianz policy wording for Universities of New Zealand and associated private travel policies.

General Exclusion 1 is amended to read as follows

“1. Age

any *insured person* who is over the age of eighty (80) years at the time of the loss, damage, liability, event, *injury or sickness*,”

Section 1

The policy is extended to include the following benefits:

Injury Resulting In Loss of Teeth Or Dental Procedures

An injury resulting directly in a claim for any one of the following procedure(s) which must occur within twelve (12) months of the date of the Injury:

Procedures	% of Benefit payable per tooth
Loss of or full capping of teeth, per tooth.	100%
Partial capping of teeth.	50%

The benefits shown above are a percentage of the benefit payable under this clause. The maximum benefit payable for any one (1) Injury resulting in loss of teeth or dental procedures shall be limited to \$250 per tooth, to a maximum of \$10,000.

For the purpose of this clause, a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

Corporate Image Protection

In the event of a claim being payable under Events 1-19, we will pay the policyholder an additional amount of \$15,000

Independent Financial Advice

If an Insured Person sustains an Injury for which benefits are payable under Events 1-9, We will, in addition to payment of the benefit, and at the request of You, the Insured Person or representatives of the Insured Person's estate, pay for professional financial advice in respect of the investment of the benefit for Events 1-9. Provided, however that such advice is provided by an independent financial advisor who is not a relative of the Insured Person and who is qualified to provide such financial advice. The maximum amount we will pay is \$3,000.

Partner Retraining Benefit

If an Insured Person's Accidental Death or Permanent Total Disablement benefit is payable under this Policy, We will pay, at Your request, up to \$10,000 towards the actual costs incurred for the training or retraining of the Insured Person's Spouse/Partner:

- a) for the purpose of obtaining gainful employment; or
- b) to improve their employment prospects; or
- c) to enable them to improve the quality of care they can provide to the Insured Person.

Public Relations Expenses

In the event of a claim being payable under Events 1-19, we will pay the policyholder an additional amount of \$5,000

Section 6

In respect of exclusion 3, pre-existing injury or sickness is defined as;

a terminal or chronic condition diagnosed prior to the commencement of a Journey. It also means any other condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:

- (a) has received medical treatment, attention or prescription medication in the 30 days immediately prior to the commencement of a Journey; or
- (b) required hospitalisation, surgery or investigation in the six months immediately prior to the commencement of a Journey; or
- (c) was on a waiting list for hospital or surgical treatment or investigation at the time a Journey commenced.

Section 7

The Basis of Settlement is amended as follows:

- "1. For articles fifteen (15) years old or less, we will have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new, or by payment of the replacement value of the article or its nearest equivalent where the article is no longer available.
- 2. For articles more than fifteen (15) years old, we will have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more expensive than the articles were at the time that the loss or damage occurred, or by payment of the replacement value of the article or its nearest equivalent where the article is no longer available after making allowance for wear, tear and depreciation."

Specified items

In respect of any specified items under Section 7:

- 1. Items over \$5,000 must be specified, and the maximum limit for specified items is \$20,000. For the purposes of this limit, sets or pairs of items and accessories to an item are deemed to be one item, unless such accessories are usually purchased as separate items.
- 2. The item must have been advised to the broker prior to leaving on the journey and an additional premium paid. The additional premium payable is either:
 - a. 1.5% of the items value per journey provided the journey is under 30 days; or
 - b. if the journey is over 30 days or annual cover is requested the additional premium is 3.5% of the items value.
- 3. The excess for each and every loss for a specified item is 10% of the items' value.
- 4. In the event of a claim, proof of ownership will be required, and the value of the specified item will be validated.
- 5. There is no cover for any jewellery item unless such item is being worn by the Insured Person or is in the possession of the Insured Persons (that is carried as hand luggage) or is stored in a securely locked room or safe.
- 6. There is no cover for wear and tear, or gradual deterioration of any jewellery item through the use and / or wearing of the item as it is intended to be used and / or worn.

Identity Theft

We will indemnify the Insured for Identity Theft up to, being the theft of personal data or *money / travel documents* relating to the Insured Person's identity which results:

- a) in their fraudulent use to obtain money, goods or services; and/or
- b) in the Insured Person incurring expense to:
 - i) stop further fraudulent use;
 - ii) replace such *money / travel documents*;
 - iii) restore their credit rating and bank/mortgage/loan accounts;
 - iv) amend or rectify records regarding the Insured Person's true name or identity.

Personal Liability-Section 9

Cover is extended to include an Insured Person's liability arising from their occupation of furnished rental accommodation whilst on a Journey and during the Period of Insurance up to a maximum period of 12 months.

Section 10

ADDITIONAL COVER UNDER SECTION 10

If during the Period of Insurance and whilst on a *Journey*, an *Insured Person* uses a *Personal Motor Vehicle* for business purposes, and is involved in a collision whilst they are in control of the vehicle, We will:

- a) provide for reimbursement of any claim up to and including the prescribed excess or claim below the excess that would have been payable under the vehicle's comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
- b) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the vehicle; and/or
- c) pay up to \$500 per week for the cost of hiring a similar motor vehicle in the event that the vehicle is unable to be used as the result of the damage sustained to the vehicle during the collision.

The maximum amount We will pay in respect to any one (1) accident is:

- a) up to \$2,000 for a) and b) above as a combined maximum limit; and
- b) up to \$2,500 for c), in addition to any claims made under a) and/or b).

Personal Motor Vehicle means a vehicle which is privately owned by an individual and comprehensively insured for unnamed drivers.

CONDITIONS

1. In the event of a claim with respect to a *Personal Motor Vehicle*, the *Insured Person* must supply *Us* with:
 - a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the motor vehicle;
 - b) a letter from the motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited.
Note: Stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
 - c) a synopsis of the total cost of the repairs (with complete details if possible).
2. If a claim is not being made on the motor vehicle's insurance company the following will be required by *Us*:
 - a) A letter from the motor vehicle insurance company stating:
 - i) the amount of excess that would have been paid had a claim been made;
 - ii) the amount of no claim bonus that would have been forfeited had a claim been made.
Note: Stating that the no claim bonus has dropped from 60% to 40% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
 - b) Receipts (or copies) for monies paid, details of repairs and the name of the firm which carried out the repairs to the motor vehicle.

Section 11

The word "or" is added to the end of subclause d of the insuring clause of this section.

The following is inserted into the insuring clause of this section:

- e). a major natural disaster has occurred in the country the Insured Person is in necessitating his/her immediate evacuation in order to avoid risk of personal injury or sickness to him/herself;

Exclusion 6 of this section is deleted.

War risk extension

General exclusion 9, War, is deleted.

However we will not pay any Benefit with respect to any loss, damage, condition, or other event in connection with a journey by a insured person travelling to, from or within any country determined by us as currently being a Zone 1 or Zone 2 area, which gives rise to a claim directly or indirectly caused by or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil commotion assuming the proportions of or amounting to an uprising, mutiny, rebellion, revolution, insurrection, military or usurped power, unless:

- (a) you have notified us prior to the commencement of a journey by an insured person travelling to any Zone 1 or Zone 2 country; and
- (b) you have agreed to pay any additional premium we require and agreed to any terms or conditions we place on the cover prior to departure of the insured person; or
- (c) war as described above breaks out in a country an insured person is travelling in and that country was not noted by us prior to the outbreak as either a Zone 1 or Zone 2 area, in which case the insured person is granted 48 hours to either leave the country or purchase war risk cover from us.

Our liability for any one event (Section 1 only) under this policy covered by the deletion of General exclusion 9, War, will not exceed \$500,000 unless otherwise agreed by us in writing. Our total liability for all claims arising under this policy during any one Period of insurance relating to the deletion of General exclusion 9, War, will not exceed \$1,000,000, unless otherwise agreed by us in writing.

War risk zones



Countries classified as extreme risk have been classified as facing the following situations:

- Engaged in civil or other war
- Minimal or non-existent Government control in significant portions of the country
- Government control of the country is threatened
- Violent transformation of the government is on going through military coup or revolution

All travel is highly discouraged. Stringent security precautions are recommended for critical travel and may not be sufficient to prevent serious injury, capture, or loss of life or property.

Afghanistan

Iraq

Somalia

West Bank – Gaza Strip



An entire country may be classed as high risk when any one or a combination of the following conditions exist or there is strong potential for them to develop rapidly anywhere in the country:

Terrorist/guerrilla groups pose a serious threat to the country's political and/or economic stability

- A significant region of the country is experiencing serious terrorist or guerrilla problems the government cannot control
- A pervasive problem exists regarding street violence due to political unrest, economic conditions, or general lawlessness and unrest
- The country is involved in violent regional disputes with neighbouring states
- There is a serious potential for a military coup
- The governmental institutions and/or general populous demonstrate evidence of prejudicial or harsh treatment against foreign visitors or business interest

Travel with caution. Employ stringent security precautions for personal and employee protection and for safeguarding corporate facilities and material resources in the affected country.

Chad

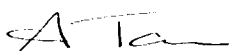
Chechnya

Congo, Democratic Republic

Cote d'Ivoire

Israel

Signed: A Tarr



Date: 27/11/2013

For and on behalf of Allianz Global Assistance

Allianz Global Assistance

Immediate 24 hour worldwide assistance

Collect + 64 9 486 6868

Within NZ 0800 486 686

Within Australia 1800 554 114

Within UK 0500 893 893

Within USA 1800 326 1543

Allianz 

Global Assistance

Policy Number: 766600006

Policy Name: AUT UNIVERSITY CORPORATE POLICY

Policy Type: UNIVERSITY CORPORATE PREMIER

Global Travel Protection

In the event of an emergency, contact Allianz Global Assistance, 24 hours a day, 365 days a year.

What Allianz Global Assistance provides

- Emergency travel assistance
- Emergency medical evacuation
- Payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an insured person
- Medically supervised repatriation
- Repatriation, which will be organised by AGA by the most appropriate method, including, if necessary, the use of air services.
 - *Repatriation will be to the most suitable hospital or to the insured person's home address
- Assistance in replacing a lost or stolen passport
- Legal assistance
- Payment of other emergency assistance expenses

EXHIBIT D: SPECIAL PROVISIONS**Service Provider: AUT ENTERPRISES LIMITED**

SERVICE PROVIDER shall adhere to the General and Special Terms and Conditions in the below referenced Contract Specifications Manuals that are incorporated in their entirety as part of the agreement between SERVICE PROVIDER and the Allegheny County Department of Human Services as per the services defined in the AGREEMENT's Workstatement (Exhibit A). The manuals are available on the DHS website at URL

<http://www.alleghenycounty.us/dhs/providermanuals.aspx>

Hard copies of the manual(s) will be mailed to the SERVICE PROVIDER by DHS upon written request.

- ☒ DHS General Specifications Manual
- ☒ DHS Payment Provisions Manual
- ☒ Minority/Women/Disadvantaged Business Enterprise Manual
- ☒ Master Provider Enterprise Repository (MPER) Requirements
- ☐ Office of the Area Agency on Aging, Contract Specifications
- ☐ Office of Behavioral Health, Drug and Alcohol Services Manual
- ☐ Office of Behavioral Health, Mental Health Services Manual
- ☐ Offices of Behavioral Health, Early Intervention Services Manual
- ☐ Office of Children, Youth and Families, Contract Specifications Manual
- ☐ Office of Children, Youth and Families, Family Centered Services Manual
- ☐ Office of Community Services, HSDF
- ☐ Office of Community Services, E&T
- ☐ Office of Community Services, Homeless Services HUD Manual
- ☐ Office of Community Services, Homeless Services
- ☐ Office of Intellectual Disabilities Contract Specifications

By signing the aforementioned AGREEMENT, I certify that as an authorized representative of the SERVICE PROVIDER I (or my designee) have (has) obtained from the DHS website copies of the above-referenced manuals and acknowledge the provisions of said manuals are incorporated as part of the AGREEMENT between SERVICE PROVIDER and Allegheny County Department of Human Services.

CERTIFICATION
REGARDING ENVIRONMENTAL TOBACCO SMOKE

SERVICE PROVIDER agrees to comply with Public Law 103-227, Section 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children's Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the SERVICE PROVIDER certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards, which contain provisions for children's services and that all subcontractors shall certify accordingly.

Signature: _____

Date: 02/12/2014

Type Name, Title

DR. JERRY CHANG, AUTEL BOARD DIRECTOR

AUT ENTERPRISES LIMITED

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Service Provider, in accordance with 45 CFR Part 76 certifies that it shall provide a drug-free workplace by:

1. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuses in the workplace; and
 - b. service provider's policy of maintaining a drug-free workplace; and
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
3. Including in the published statement in #2 above, a requirement that each employee, as a condition of employment, shall:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Notifying the County (and ODAP for services funded with PA Dept. of Health, Bureau of Drug and Alcohol funds) within 10 days after receiving notice under paragraph 3(b) above from an employee or otherwise receiving actual notice of such conviction.
5. Taking one of the following actions within 30 days of receiving notice under paragraph 3(b) with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination; or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1-5 above.

Signature _____

Date 02/12/2014

Type Name, Title DR. JOHN CHANG, AUTEL BOARD DIRECTOR
AUT ENTERPRISES LIMITED

SERVICE PROVIDER RESPONSIBILITY PROVISIONS

1. Service Provider certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the Federal government, and if the Service Provider cannot so certify, then it agrees to submit along with the bid/proposal (agreement) a written explanation of why such certification cannot be made.
2. If Service Provider enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or Federal government or who become suspended or debarred by the Commonwealth or Federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the Service Provider to terminate such subcontracts or employment.
3. The Service Provider agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the Inspector General for investigation of the Service Provider's compliance with terms of this or any other agreement between Service Provider and the Commonwealth/County which result in the suspension or debarment of the Service Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for investigative costs for investigations which do not result in the Service Provider's suspension or debarment.
4. The Service Provider may obtain the current list of suspended and debarred Service Providers by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg PA 17125
Telephone: 717-783-6472
Fax 717-787-9138

Signature: _____

Date 02/12/2014

Type Name, Title _____

DR. JOHN CHANG, AUTEL BOARD DIRECTOR.

AUT ENTERPRISES LIMITED

TAX CERTIFICATION

Pursuant to the terms of the AGREEMENT between SERVICE PROVIDER and ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES, an authorized representative of SERVICE PROVIDER shall complete the following:

I _____ as the _____
(name) (title)

of **AUT ENTERPRISES LIMITED**

do hereby certify that the above-named organization has complied with the requirements of the law and the prime funding sources' regulations regarding the obtaining of employer identification/account numbers and the

Collection

Payment

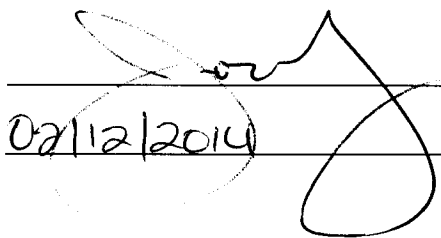
Depositing, and

Reporting of Federal, State and Local Taxes, and

The provision of W-2 forms to employees.

Signature

Date


02/12/2014

LOBBYING CERTIFICATION FORM

(Note: If your organization is required to register as a lobbyist pursuant to Federal Regulations, attach a copy of your Disclosure of Lobbying Activities Form a copy follows)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed under Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature  Date 02/12/2014

Type Name, Title DR. JOHN CHANG, AUTEL BOARD DIRECTOR

AUT ENTERPRISES LIMITED

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES
ANTI-TERRORISM CERTIFICATION FOR
AUT ENTERPRISES LIMITED**

In compliance with the intent of the USA Patriot Act and other counter-terrorism laws, all organizations or individuals receiving funds through an agreement with the Allegheny County Department of Human Services, must certify:

A. The organization/individual is not on any federal terrorism watch lists, including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the US State Department.

B. The organization/individual does not, will not and has not knowingly

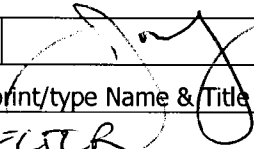
- provided financial, technical, in-kind or other material support or resources to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.
- provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.
- provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.
- regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.

(Material support and resources means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation and other physical assets, except medicine or religious materials.)

C. The organization/individual

- takes reasonable affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.
- takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other materials support or resources to terrorist and terrorist organizations.

This certification is a material representation of fact upon which reliance was placed when this transaction as made and entered into.


Signature:		Date	02/12/2014
Please print/type Name & Title		DR. JOHN CHANG, AUTEL BOARD	
DIRECTOR		AUT ENTERPRISES LIMITED	

SERVICE PROVIDER'S BOARD MEMBERSHIP LISTING

In column 1, identify all board members and note which member(s) is/are officers (i.e., Chairperson, Vice Chairperson, etc.)

Complete the table below or check here if <input type="checkbox"/> Not Applicable		
Board Members	Term of Membership From and To	Place of Employment and Title
Chairperson: Chair to be appointed at December meeting		For the Chairperson provide a complete mailing address other than your organization's address:
Vice Chairperson:		
Secretary: Andrea Vujnovich	Current	AUT University, General Counsel & Director Governance
All Others:		
Dr Joon Chang	25/08/2008 – current	Managing Director/Owner, Auckland BioSciences Ltd
Professor John Raine	23/04/2012 – current	AUT University, Pro Vice-Chancellor, Research & Innovation
Phillip Norman	01/06/2012 – current	Managing Director, Norteck Management Services Ltd.
Claire McGowan	29/07/2013 – current	Director, Soda Inc
Derek McCormack	09/11/2005 – current	AUT University, Vice-Chancellor
Richard McLean	26/05/2014 – current	Founder, Concept to Market Ltd

Use additional pages if needed


Date 02/12/2014
 Signature _____
 Type Name, Title DR JOHN CHANG, AUTEL BOARD DIRECTOR

AUT ENTERPRISES LIMITED

LISTING OF SUBCONTRACTORS

It is required that Service Provider submit to COUNTY a listing of all provider's subcontractors subject to this agreement that provider has entered into a formal agreement with for the performance of services exceeding \$10,000. The information required may be expanded at the discretion of the Director (or Director's designee) of the Department of Human Services.

Complete the table below or check here if <input type="checkbox"/> Not Applicable					
Name and Address	Contact Person	Telephone Number	Function/Description	Est. No. of Units	Est. Dollar Amount
Emily Putnam Hornstein School of Social Work University of Southern California University Park Campus, SWC 218 Los Angeles, CA 90089- 0411		+1- 213.740.0789	Assistant Professor in Social Work University of Southern California		
Irene De Haan N - BLOCK. EPSOM Level 4, Room 6EN-407 Epsom Campus 74 Epsom Avenue Auckland 1023 New Zealand		+64 9 373 7599	Assistant Professor in Social Work University of Auckland		

Submitted for approval with the understanding that prior written approval from the Department of Human Services will be obtained for any revision or addition to this listing.

Signature: _____

Date: _____

Print/Type: _____

Name _____

Title _____

Organization _____

AUT ENTERPRISES LIMITED

**ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES
CERTIFICATION REGARDING HIPAA COMPLIANCE
AUT ENTERPRISES LIMITED**

Service Provider will operate in accordance with the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), including the portion codified at 42 U.S.C.A. § 17921 et seq., hereinafter "HIPAA Rules", and all other applicable laws and regulations involving the protection of personal information. By signing this certification, Service Provide certifies that the submitted organization will comply with the requirements of the "HIPAA Rules", including but not limited to:

- 1) Regularly assessing how Service Provider stores protected health information for the purposes of locating and remedying any potential risks and vulnerabilities to the confidentiality, security, integrity, and availability of that information.
- 2) Naming a security official and privacy official who will be individually responsible for the development, implementation, and maintenance of the policies and procedures required by HIPAA Rules
- 3) Documenting, reporting, and handling all security breaches according to the HIPAA Rules.
- 4) Maintaining records through methods, and for a period of time, to satisfy the "HIPAA Rules".
- 5) Following the "HIPAA Rules" when writing and executing contracts to second parties that receive personal health information from Service Provider.
- 6) Writing and executing policies on how to appropriately dispose of, or reuse, electronic media.
- 7) Creating and enforcing a policy that invokes appropriate sanctions against workforce members who fail to comply with the security and privacy policies and procedures of the "HIPAA Rules".
- 8) Appropriately documenting all policies and procedures designed to comply with the "HIPAA Rules".
- 9) Periodically reviewing, and updating as needed, all policies and procedures designed to comply with the "HIPAA Rules".

Check One: ☐ I/We are a Covered Entity ☒ I/We are a Business Associate
☐ HIPAA Does Not Apply

Type or Print

HIPAA Privacy Officer's Name _____

HIPAA Security Officer's Name _____

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into.

Signature of Authorized Representative:

Please print/type Name, Title and Date DR. JOHN CHANG, AUTEL BOARD

02/12/2014

DIRECTOR

[View assistance for SAM.gov](#)

Search Results

Current Search Terms: auckland* university* of technology* enterprises* Ltd.*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

- Search
- Results
- Entity
- Exclusion
- Search
- Filters
- By Record
- Status
- By
- Functional
- Area - Entity
- Management
- By
- Functional
- Area -
- Performance
- Information

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

